

## COMMERCIAL UNIT BUYER AGREEMENT

This Commercial Unit Buyer Agreement/Agreement for Sale ("Agreement") is being executed at Gurugram on ..... day of \_\_\_\_\_, 2019

AMONG

**Pyramid Dream Homes LLP**( LLPIN: AAL-5039) a LLP registered under the provision of the Limited Liability Partnership Act, 2008, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurgaon and corporate office at 217A-217B, 2nd Floor, Suncity Business Tower, Sector-54, Golf Course Road, Gurgaon, (PAN: ) through its authorised signatory (.....) duly authorised severally in this behalf vide partners resolution dated ....., hereinafter referred to as the 'Promoter/Developer', which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the FIRST PART.

AND

### 1[If the Allottee is a Company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) 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. \_\_\_\_\_) duly 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 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).

[OR]

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

**1. First Applicant**

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter 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 A assigns).

**2. Second Applicant**

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter 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 A assigns).

The Promoter/Developer and Allottee shall be jointly referred to as the “Parties” and singularly referred as “Party”

**DEFINITIONS:**

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Government” means the Government of the State of Haryana;
- (c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) “Section” means a section of the Act.
- (e) “Policy” means Haryana Affordable Housing Policy, 2013 and amendments therein.

**WHEREAS:**

**A. The project is developed by Pyramid Dream Homes LLP** (LLPIN: AAL-5039), a LLP registered under the provision of the Limited Liability Partnership Act, 2008, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurgaon (hereinafter referred as the Developer).

The Developer is the absolute and lawful owner of land comprised in **Rect No. 85 , killa No. 14(7-18), 15(1-1), 17/1(2-18), 18/1/1(3-5), 17/2(3-2), 18/1/2(4-15), 23/2(7-12), 24(2-14), 19/1/1(2-4), and Killa No. 6min (4-5), 7/1(4-16) total area admeasuring 44 Kanal 10 Marla or 5.5625 Acres** situated in the revenue estate of Village-Badshahpur, Sector-70, Gurgaon **vide Sale Deed No. 14188, Dated 06.02.2020**, registered at Sub-Tehsil, Badshahpur, Gurgaon, Haryana (“hereinafter referred to as the Land Owner/Developer”).

**B. The Said Land is earmarked for the purpose of constructing a multistoried project (Residential/Commerical).** The Promoter/Developer is constructing and developing an affordable group housing colony under the name and style of “**ALTIA, Gurugram**” (herein ‘Project’) on all that piece and parcel of land measuring **5.5625 Acres** situated in the revenue estate of Village-Badshahpur, Sector-70, Gurgaon , Haryana. **(the said land) as per Policy.**

**That out of the land mentioned above i.e 5.5625 acres, 96% of total zone area is usable for residential usage i.e. 5.34 acres approx and 4% of total zoned area is usable for commercial usage i.e 0.2225 acres.**

Area under residential Apartment is **5.34 acres approx.(comprising 818 Residential Apartment )** usable for residential Apartment under the Project **ALTIA**.

Area under Commercial Complex is **0.2225 acres.** (comprising ..... Shops/units). The Promoter/Developer is constructing and developing Commercial Complex under the name and style of “**Pyramid-Square-70, Gurugram**” (herein ‘Commercial Project’)

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

D. The Director General Town & Country Planning, Haryana, Chandigarh, (hereinafter referred to as “DGTCP”) has granted the approval/ sanction to develop the Project vide approval dated **11-09-2019** bearing license/ sanction no. **109 OF 2019 and Endst. No LC-4011-JE(VA)- 2019/22433 dated 11-09-2019.**

E. The Promoter/Developer has got the building plan approved **vide Memo No ZP-1355/JD(RD)/2020/5074 dated 25-02-2020 from** the office of DGTCP, and as such the Said Project is being developed and constructed in accordance therewith. 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/Developer has got the project registered under the provisions of the Act with the HARYANA Real Estate Regulatory Authority at **Gurugram on .....** vide registration no. ....and memo no. **HRERA-.....dated .....2020.**

G. The Allottee had applied for commercial unit/shop in the Commercial Complex being developed in the said Project namely “**Pyramid Square-70, vide** application no. ....dated.....and has been allotted Commercial Shop/Unit no. ....having Super Area.....(carpet area of square feet), on .....floor in [tower/ block/building] no. .... (“**Building**”) along with Common parking as permissible under the applicable law and right in the common areas (“**Common Areas**”) as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the “**Commercial Unit**”)

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

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

J. 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;

K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Commercial Unit.

**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:**

- I.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 Commercial Unit.
- I.2 The Total Price for the Commercial Unit on the Super Area------(Carpet area-----) is \_\_\_\_\_(Rupees only) ("Total Price") (Give break up and description):

UNIT DETAILS	
Nature of Unit	Shop
Block/Tower No.	
Floor No.	
Unit No.	
Property Category	
Carpet Area/Super Area (sq. ft)	
Rate of carpet area/ Super Area (Rs/sq. ft)	
Basic Price of Unit (Rs/sq. ft)	
GST	
EDC	
IDC	
Total Cost of the Unit	[TOTAL_CHARGE_AMOUNT]

Explanation:

- i. In addition to the above consideration, The Allottee shall be required to pay Interest Free Maintenance Security Charges Rs..... Per Sq. Ft..
- ii The Promoter /Developer shall periodically intimate in writing to the Allottee the amount payable as stated above in accordance with payment plan, the Allottee shall make payment as demanded by the Promoter /Developer within the time and in the manner specified therein. In addition, the Promoter /Developer shall provide to the Allottee the details of the new taxes/ fees/ charges/ levies etc. paid or demanded along with copy of any new amendment in the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
- iii In case there is any change or modification in the rate of any applicable taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Allottee to The Promoter /Developer shall be increased or decreased based on such change or modification.
- iv Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment along with GST applicable thereon will be computed and to be payable as and when the Allottee will make such payments to the Promoter /Developer against these charges. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration granted by the

- competent authority, which shall also include the extension of registration granted to the Project, if any, as per the Real Estate Act, the same shall not be charged from the Allottee.
- v The Total Price includes the Booking Amount paid by the Allottee to the Promoter /Developer towards the aforesaid Commercial Unit based on its Carpet area/Super area.
  - vi The Allottee will be required to deposit the balance amount as per Payment Plan. In case of re-allotment, amount due from original allottee till the date of reallotment will be payable by the new allottee. Subsequent installment will be payable as per payment plan applicable to the original allottee. Any default in payment will bear penal interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017.
  - vii In case of delayed payment of installments/any other dues by the Allottee, the Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017.
  - viii The Allottee before taking possession of the Commercial Unit shall clear all the dues towards the said Unit.
  - ix The Total Price of the Commercial Unit includes recovery of price of land, construction of not only the Commercial Complex but also the common areas, infrastructure augmentation charges, cost of providing electrical wiring, electricity connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, any other infrastructure or utility based charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Complex and the Project.
  - x The total price also includes the External Development Charges/IDC, Other Charges and Taxes, as applicable, as per applicable laws
  - xi The cost of the electric meter is to be paid by allottee separately at the time of handing over the possession of the Commercial Space/Unit.
- Provided that The Allottee shall sign and execute all papers, documents, agreements for purpose of obtaining electricity power back-up facility and or any other service. The Allottee shall additionally pay on demand to the Developer, his proportionate share of the cost for the provision of electric standby generator.

- I.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- I.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule “C”**. (“Payment Plan”).
- I.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).
- I.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 Commercial Building/Complex 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. However due to change in Government Policies allowing further FAR and/or clubbing of addition land parcel, Promoter/Developer can make additional construction by constructing additional floor including construction at adjoining and/or in the vicinity of the said Shop/Unit subject to approval of revised building plan.

The Promoter/Developer shall have the absolute right to transfer such additionally constructed areas/units/Shops in any manner whatsoever as the Promoter/Developer may in its absolute discretion deem fit. The Promoter/Developer and the transferees of such additional construction shall have the same rights as the Allottee with respect to the Project including the right to be member of the Society/Association of Unit Owners to be formed and an equal right to use of the common areas and other common amenities of the Project. The allottee acknowledges that the allottee shall have no objection to the same and the allottee will not claim any adverse rights to such construction.

- I.7 The Promoter shall confirm the actual Carpet Area/Super Area as against the area allotted to the Allottee after the construction of the Unit is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area/Super Area. The total price payable for the carpet area/Super Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area/Super Area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area/Super Area, which is not more than five percent of the carpet area/Super Area of the 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 monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- I.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Commercial Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Commercial Unit.
  - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
  - (iii) The Allottee shall have a right to use Common Parking, which shall not be exclusively available for him/her.
  - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Commercial Unit.
- I.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Commercial Unit to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges

for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) against the payments collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

I.10 The Allottee has paid a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Commercial Unit 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 Commercial Unit 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, the Allottee shall make all payments, on written demand by the Promoter/Developer, 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 ' **PYRAMID DREAM HOMES LLP-ALTIA A/C**' payable at **Gurugram, bank account details as below:**

<b>Bank Name</b>	Kotak Mahindra Bank Ltd.	<b>Account Type</b>	Current
<b>Bank Account No.</b>	<b>6413800282</b>	<b>Branch</b>	SECTOR 54, GOLF COURSE ROAD, GURGAON 122002
<b>IFSC Code</b>	KKBK0004265		

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

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

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Commercial Unit 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 under the ACT towards handing over the Commercial Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

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

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

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the State laws of Haryana and the parameters prescribed under Haryana Affordable Housing Policy, 2013 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.

The Allottee understand that the developer shall have the absolute rights to extend land/area/licence area including future permissible FAR in future at its own discretion without any consent from the existing home buyers /allottees of the Said Colony. Whereas in the scenario of future extension the developer shall use entry, exit and all common facilities of the project for construction. It is understood that the new buyer/allottee will use same entry, exit, amenities and all common facilities/area of Said Colony.

#### **7. POSSESSION OF THE COMMERCIAL UNIT:**



**7.1 Schedule for possession of the said Commercial Unit:-** The Promoter agrees and understands that timely delivery of possession of the Commercial Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Commercial as per agreed terms and conditions unless there is delay due to “*force majeure*”, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Commercial Unit.

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 (A) Procedure for taking possession of Commercial Unit-** The Promoter, upon obtaining the occupation certificate of Project/Commercial Building/Complex shall offer in writing the possession of the Commercial Unit within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing/ Commercial complex 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 Commercial Unit-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Commercial Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Commercial Unit to the allottee as per terms and condition of the agreement.

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

**7.4 Possession by the Allottee** –The Promoter/Developer after obtaining the occupation certificate of the building blocks in respect of Project/ Commercial Complex or approved Zoning-cum- Demarcation Plan/ provision of the services by the promoter, duly certifying/ part completion, in respect of colony, as the case may be and handing over the physical possession of the Commercial Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule

2(1)(f) of Rules, 2017.

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

Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the Earnest 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 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to Allottee due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a “*force majeure*”, Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Commercial Unit in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

- (i) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Commercial Unit 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 Commercial Unit, which shall be paid by the promoter to the allottee within **ninety** days of it becoming due.

- 7.7 **The Promoter/developer had made it clear to the allottee that the Land shall be transferred to related departments (HUDA,DHBVN etc.) under applicable law at any point of time/handing over of apartments/commercial to the owners, for the purpose of road, green belt, electrical substation or any other government facility related to the complex.**

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

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

- (i) The Promoter /developer 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 loans taken upon the said Land or the Project;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Commercial Unit

being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Commercial Unit 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, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Commercial Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Commercial Unit to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of commercial unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

## **9 EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Promoter fails to provide ready to move in possession of the developed Commercial unit 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 Commercial Unit shall be in a habitable/useable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

- 9.1 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 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 handing over of the possession of the Commercial which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of Commercial Unit in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the earnest amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

## **10 TRANSFER OF COMMERCIAL UNIT:**

The Allottee shall not alienate/nominate/transfer/assign its rights/ allotment in favour of any third party before the expiry of 12 months from the realization of the booking money paid by the Allottee and no outstanding dues against the said Unit should exist on that date. Prior information and confirmation from the developer is compulsory, However the Promoter /Developer may at its sole discretion permit the transfer/assignment, subject to payment of transfer charges as may be decided by the Promoter/Developer from time to time and subject to compliance by the Allottee of the applicable laws, rules, regulations and the directions of the Developer, Government, Competent Authorities etc. including the liability for payment of tax, penalty or duties etc., or as the case may be. The Transferee shall adhere to the terms and conditions of this Application and the Builder Buyers Agreement. In case of non-compliance by transferee, the Allottee shall indemnify the developer for losses suffered and the transfer will not be binding upon the developer.

## **11 CONVEYANCE OF THE SAID COMMERCIAL UNIT:**

The promoter, on receipt of total price for Commercial Unit shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the Commercial Unit is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee 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.

## **12 MAINTENANCE OF THE SAID BUILDING / PROJECT:**

- 12.1 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.

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.

- 12.2 That Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers and agreement(s), as required, in pursuance to the allotment and to do all acts, deeds and things as Promoter/Developer may require in the interest of the Project and Unit. In case of Joint Allottee, any document signed/ accepted/acknowledged by the First Allottee shall be binding upon the other joint Allottee.

- 12.3 The Allottee shall bear costs of consumption of electricity and water for his Commercial Shop/Unit as well as the proportionate cost i.e. Security, House Keeping, Electricity, Water, Manpower & consumables and other costs for providing common services and facilities in the Project with effect from the date of handing over of possession by the Promoter /Developer.

- 12.4 That each allottee shall promptly pay all such maintenance charges as demanded by the Promoter/ Developer or association of Commercial Shop owners or the competent authority and to secure the payment of such maintenance charges, the Allottee shall always keep deposited an amount @ Rs. \_\_\_\_/- per sq. ft. with the Promoter/Developer or Association of Commercial Shop Owners/ Competent Authority, as the case may be; which shall be called "Interest Free Maintenance Security (IFMS) Deposit".

## **13 DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 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.

#### **14 RIGHT TO ENTER THE 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(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Commercial Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

#### **15 USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the *Pyramid Square-70* shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ Allottee(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.

#### **16 GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

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

- 16.2 The Allottee/ Association of allottees undertakes, assures and guarantees that he/ she would be only allowed to put any sign-board / name-plate, neon light, glow sign publicity material or advertisement material etc. on the face / facade of their respective allotted unit. The Allottee/ Association of allottees should take prior approval from The LLP/ Promoter/ Developer before installing any such sign-board / name-plate, neon light, glow sign publicity material or advertisement material etc. and it should be in line with standard sizes allowed as per Building/Complex/Developer rules set for the project. The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the said unit or place any heavy material in the common passages or staircase of the Building. The LLP/Promoter/Developer / allottees/ association of allottees shall ensure that

they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall not remove any wall, including the outer and load bearing wall of the said unit. The Allottee shall not do any act or omission, which may endanger the occupation of the other areas or be a source of nuisance to others. The Allottee/Association of allottees shall not enclose the balconies or any other open areas forming a part of the said unit, or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the “Said Unit”.

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

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

The Parties are entering into this Agreement for the allotment of a Unit for Commercial usage with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

## 18 ADDITIONAL CONSTRUCTIONS:

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

However due to change in Government Policies allowing further FAR and/or clubbing of addition land parcel, Promoter/Developer can make additional construction by constructing additional floor including construction at adjoining and/or in the vicinity of the said Shop/Unit subject to approval of revised building plan.

## 19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Commercial Unit 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 Commercial Unit.

## 20 DETAIL OF APPROVALS/COMPLIANCES:

The Promoter/Developer has assured the Allottees 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.

Details of approvals/ compliances to be provided:-

1. License No. 109 OF 2019 and Endst. No LC-4011-JE(VA)- 2019/22433 dated 11-09-2019;
2. Building Plans approval vide. Memo No ZP-1355/JD(RD)/2020/5074 dated 25-02-2020
3. HARERA Reg. No: .....
4. Zoning Plan.....

**21 BINDING EFFECT:**

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

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a 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 the booking amount.

**22 ENTIRE AGREEMENT:**

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

**23 RIGHT TO AMEND:**

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

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

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

**25 WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(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.



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

**26 SEVERABILITY:**

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Unit bears to the total area/ carpet area of all the Units in the Project. Common areas and facilities shall have the same meaning as assigned in the HRERA.

**28 FURTHER ASSURANCES:**

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

**29 PLACE OF EXECUTION:**

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

**30 NOTICES:**

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

Allotte Details	Promoter/Developer Details
	Pyramid Dream Home LLP.

	217A-217B, 2nd Floor, Suncity Business Tower Sector-54, Golf Course Road, Gurugram, Haryana-122002

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.

**31 JOINT ALLOTTEES:**

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

**32 SAVINGS:**

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

**33 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.

**34 DISPUTE RESOLUTION:**

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

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

**SIGNED, EXECUTED AND DELIVERED by the within named at Gurgaon.**

Allottee(s)	For M/s Pyramid Infratech Pvt. Ltd. (Developer)
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	<b>Authorized Signatory</b>
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**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE UNIT**

**SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT**

**SCHEDULE 'C' - PAYMENT PLAN**

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)**

**SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

**SCHEDULE 'A'****DETAILS OF THE UNIT**

- 1) Unit No. : \_\_\_\_\_
- 2) Floor : \_\_\_\_\_
- 3) Super Area : \_\_\_\_\_ sq. ft. Carpet Area \_\_\_\_\_ Sq. ft.
- 4) Terrace Area (If applicable): \_\_\_\_\_ sq. ft. (approx)

The Payment Plan opted by the Applicant is referred in **Schedule -C** appearing hereinafter in this Application.

**AMOUNT PAYABLE**

<b><u>S.NO</u></b>	<b><u>BREAK UP</u></b>	<b><u>RS.</u></b>	<b><u>RATE PER SQ.FT</u></b>
1.	Basic Sale Price(BSP)		
2.	Preferential Location Charges(PLC)		
3.	Additional Preferential Location Charges		
4.	External Development Charges (EDC) and Infrastructure Development Charges (IDC)		
5.	Other Charges (if any)		
6	GST (CGST+SGST)		
	TOTAL		

**Note:**

- i. The Allottee(s) shall further be liable to pay any enhanced External and Infrastructure Development Charges and/or any other statutory levies/taxes of any nature whatsoever including any fresh incidence of tax as may be levied by the Government of Haryana/competent authority, even if it is retrospective in effect as and when demanded by the Developer on the carpet/super area of the unit over and above all these expenses shall be borne by the Allottee.
- ii. The Charges towards Utility Connection (UC), Electrification, Sewerage Treatment Plant(STP), Rain Water Harvesting (RWH) and Interest Free Maintenance Security(IFMS) shall be payable extra at the time of possession or as and when demanded by the Developer.
- iii. In addition to above the Allottee is required to pay stamp duty/registration charges at the time of conveyancing of the Allotted Unit.

Allottee(s)

For M/s Pyramid Infratech Pvt. Ltd.

Authorized Signatory

**SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT**

Allottee(s)

For M/s Pyramid Infratech Pvt. Ltd.

Authorized Signatory

**SCHEDULE-C**

**PAYMENT PLAN**

Allottee(s)

For M/s Pyramid Infratech Pvt. Ltd.

Authorized Signatory

**SCHEDULE-D**

**SPECIFICATIONS**

**Finishes:-**

- **Exterior Finishes:-**

Exterior finishes will be combination of Glass/ Marble/ Stone/ Granite/ Tiles & painted surfaces.

- **Internal Unit Finishes:-**

Internal Unit finishes will be combination of plastered wall, RCC slab along with one wet point and one Electrical point.



Allottee(s)

For M/s Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Allottee(s)

For M/s Pyramid Infratech Pvt. Ltd.

Authorized Signatory