

# COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,

HRERA REGISTRATION NO:

## APPLICATION FORM

To,

Pyramid Dream Homes LLP.  
H-38, Ground Floor,  
M2K, White House, Sector-57  
Gurugram - 122001, Haryana.

Dear Sir,

I/We, the undersigned as the applicant(s) (hereinafter "Applicant"), hereby apply by way of this application letter (hereinafter "Application") for booking of a Commercial Shop/Unit (as per Affordable Housing Policy, 2013) (hereinafter "Unit") in the commercial Complex namely "INFINITY SQUARE-70" (hereinafter "Project") in Affordable Group Housing Colony "INFINITY" proposed to be developed by Pyramid Dream Homes LLP, Gurugram, Haryana (hereinafter "Developer/LLP") as per the Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August, 2013 and any amendments thereto (hereinafter "Policy"). I/we understand that initially, the Developer/LLP has obtained **License No. 26 of 2020** dated **25/09/2020** from the office of Director General, Town and Country Planning, Haryana (hereinafter "DGTCPP"). The building plan of the same has been approved vide **Memo No. ZP-1436/AD(RA)/2020/179 Dated 07.01.2021**.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN, I/WE, THE APPLICANT ACKNOWLEDGES AND UNDERSTAND THAT BY VIRTUE OF THIS APPLICATION:**

(i) The Applicant is submitting the application for booking of the aforesaid Commercial Shop/Unit No.\_\_\_\_ having Carpet Area\_\_\_\_sq.ft on Floor No.\_\_\_\_ Floor as permissible under the applicable Law. The Applicant(s) hereby remit a sum of Rs.\_\_\_\_ (Rupees\_\_\_\_ only) through Cheque/Demand Draft/RTGS/NEFT/Online Transaction No.\_\_\_\_ dated \_\_\_\_ drawn on\_\_\_\_ towards booking amount i.e. approx. 10% of the cost of the Unit ("Booking Amount") in favour of The Developer/LLP as per details given below:

- 1.) ACCOUNT NAME : PYRAMID DREAM HOMES LLP-INFINITY A/C  
2.) BANK NAME : HDFC BANK  
3.) ACCOUNT NO. : 50200054628182  
4.) IFSC CODE : IFSC - HDFC0009465  
5.) BRANCH : Branch Name - One Horizon Center, Gurugram

(ii) It is hereby clarified that the Earnest Money shall be 10% of the total Cost of the Shop/Unit.

(iii) It is also clarified by virtue of this Application, the Developer/LLP has not allotted, sold or otherwise transferred the Commercial Shop/Unit, notwithstanding the fact that Developer/LLP may have issued an acknowledgment in receipt of the application money tendered with this Application.

Signature of Applicant		Signature of Co-Applicant
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- (iv) In the event the Applicant becomes a successful allottee as per the procedure provided hereunder, the applicant agrees to sign and execute the allotment letter ("Allotment Letter") and the builder buyer's agreement/agreement to sell ("Agreement") as prescribed under HRERA Rules within the time frame as provided by the Developer/LLP.
- (v) The Applicant hereby agree to abide by all the prescribed terms and conditions set forth in the provisional Allotment Letter and the Agreement as prescribed by RERA and to comply with all the statutory requirements as applicable and adhere to all the applicable laws. The Applicant also agree to abide by the General Terms & Conditions of booking as enclosed hereto. The Applicant, agree that upon his/her request for cancellation without fault of the LLP, Earnest Money which is 10% of the price would be forfeited.
- (vi) In case of any discrepancy or an overlap between the terms in this Application, Provisional Allotment Letter and Agreement, the terms envisaged under the Agreement would prevail and such understanding is explicitly accepted by the Applicant.

I/We have perused the Payment Plan and agree to pay as per the Payment Plan opted by me. (Annexure- I)

Signature of Applicant		Signature of Co-Applicant
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Signature of Co-Applicant

**IN CASE OF APPLICANT OTHER THAN INDIVIDUAL**

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## DECLARATION

I/we, the above applicant(s) do hereby declare that the above particulars/information's given by me/us are true and correct and nothing material has been concealed therefrom.

Signature of Applicant(s)

## Important Notes:

- 1) All payments shall be made by the Applicant through Account Payee Cheque/Demand Draft/Banker's Cheque/RTGS payable at par at Gurugram in favour of " PYRAMID DREAM HOMES LLP-INFINITY A/C ". All payments shall be deemed to be realized subject to their actual realization in the bank account of above-mentioned account. The date of credit into the bank account shall be deemed to be the date of payment. In case the cheque comprising booking amount/registration amount is dishonoured due to any reason, the Developer/LLP reserves the right to cancel the booking without giving any notice to the Applicant.
- 2) Applications without any of the KYC documents as specified below and without duly filled in particulars shall be considered as incomplete and may be rejected by the LLP/Developer at its sole discretion. Application Form and the documents required to be submitted at the time of booking must be duly Self Attested: (Check List).
- 3) Single Application can be filled for multiple Unit (if applying for more than one Unit).

## **Individual Resident of India**

- Copy of PAN Card
- Photograph of the Applicant
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of Applicant.
- Any other document/certificate as may be required by the Developer/LLP .

## **Partnership Firm**

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Authority letter from other Partners authorizing the signatory Partner to act on behalf of the Firm and sign the Application. (On Letterhead)
- Photograph of the signatory Partner
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the signatory Partner.

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# COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,

## Limited Company (Public/ Private)

- Copy of PAN Card of the Company
- Memorandum and Articles of Association duly signed by the Company Secretary/ Director of the Company.
- Proof of registered office address of the Company.
- Board Resolution, duly certified by all Directors, authorizing the signatory of the Application Form to buy property on behalf of the Company.
- Photograph of the Signatory
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the Signatory.

## HUF

- Copy of PAN Card of the HUF
- Photograph of the Karta.
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the Karta.

## NRI/PIO

- Copy of the Applicant's Passport/PIO Card
- Photograph of the Applicant
- Address/Identity Proof of the Applicant
- In case of cheque, the payment should be received from own NRE/NRO/FCNR account of the Applicant only.
- In case of Demand Draft / Banker's Cheque, confirmation from the banker stating that the same has been prepared from the proceeds of NRE/NRO account of the Applicant.

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# COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,

## TERMS AND CONDITIONS FOR REGISTRATION FOR PROVISIONAL ALLOTMENT OF UNIT IN THE COMMERCIAL COMPLEX “INFINITY SQUARE” AT SECTOR – 70, VILLAGE PARLA, GURUGRAM HARYANA

The following terms and conditions are determinative for the purpose of provisional allotment. However further the terms and conditions shall be more comprehensively and elaborately set out in the agreement to be executed between the Applicant and the LLP/Developer (the “**Builder Buyers Agreement**”).

### 1. NATURE OF BOOKING

- (a) This is an application for provisional booking for a Commercial Shop/ Unit proposed to be developed by Pyramid Dream Homes LLP situated in the commercial tower namely “**INFINITY SQUARE-70**”, in under its residential Housing Colony known as “**INFINITY**”, on a plot measuring 4.3375 acres of land at village Parla, Sector 70 Gurugram (Haryana) (**the “Land”**) (Comprising 4% of Zoning Area for Commercial i.e. **Infinity Square**).
- (b) This provisional booking does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until the conveyance deed is executed in favour of the Applicant(s)
- (c) This provisional booking shall be confirmed by the Developer/LLP only when the Applicant(s)(successful allottee) shall sign and execute the Allotment Letter, make the payment of Allotment Money along with applicable taxes and shall enter into the registered Builder Buyer’s Agreement within the stipulated time.

### 2. PROJECT LAND TITLE, LICENCES AND LOCATION

- (a) The Applicants(s) have applied for allotment of Commercial Shop/ Unit with full knowledge and subject to all the laws/notifications(s) and rules applicable in general, which have been explained by the Developer/LLP to the Applicant(s) in vernacular language and duly understood by the Applicant(s).
- (b) The Applicant(s) has examined and fully satisfied himself/herself/themselves about the rights, interest and the title of the Developer/LLP in the said land owned by the Developer/LLP vide sale deed **registered as documents no. 2967 dated 11.06.2019 & 5944 dated 01-08-2019 and Exchange deed registered as 6984 dated 26.08.2019** at the office of the Sub-Registrar, Badshapur, Gurugram on which the Project/ Commercial Complex will be developed and the applicant has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the Applicant(s) in this respect. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DGTCP and/or by any other competent authorities in this regard to the Developer/LLP.
- (c) The Applicant(s) has inspected the site where the Commercial Shop/ Unit is proposed to be Constructed/Developed. The Applicant(s) has not merely relied or been influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer/LLP and has taken his/her/their personal judgment prior to booking of the Commercial Shop/ Unit.

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## 3. APPLICABLE LAWS

- (a) The Commercial Complex “**Infinity Square-70**” (A commercial component of the Residential Project-Infinity) is governed by the Haryana Affordable Housing Policy, 2013 and subsequent amendments therein (Policy). The Applicant undertakes to abide by all applicable laws including any bye laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder (“Real Estate Act”) and Haryana Apartment Ownership Act, 1983.
- (b) All the terms and conditions of the Policy as applicable on the Commercial Shop/Unit allotted under the Application. shall form integral part and parcel of this application.
- (c) That the allotment of Unit shall be subject to the terms & conditions imposed by the competent authorities including the Director General, Town & Country Planning, Haryana while granting permission for development of the Commercial Complex on the land and/or at any time thereafter. The Commercial Shop/Unit shall also be governed by all the laws / notifications and rules applicable to the area and/or Municipal Committee, Gurgaon, Haryana including the terms & conditions as contained herein.
- (d) The Applicant(s) (Successful Allottee) shall have a right in the Common Areas as provided under Rule 2(1)(f) of HRERA Rules, 2017 of the State and shall be entitled to use common areas as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975).

## 4. ALLOTMENT

- (a) Only such applications shall be considered which are complete and fulfill the terms & conditions for allotment of Commercial Shop/Unit. However, it is possible that some of the application forms have certain minor deficiencies viz., missing entry on the application form, incorrect /missing line in affidavit, illegible copies of certain documents. Applicants may be granted an opportunity of removing the shortcomings in their application in all respects within a period of 15 days, failing which their claim shall stand forfeited.
- (b) The Builder Buyer Agreement shall be executed by the Developer/LLP after realization of money due on Allotment alongwith applicable taxes etc. However, issuance of Allotment Letter/Builder-Buyer Agreement shall not confer any claim/right to the Applicant(s) until all the terms and condition of Application Form and/or Allotment Letter/Builder Buyer Agreement are fulfilled and complied by the Applicant(s), failing which this provisional booking shall be cancelled.

## 5. CHANGES IN THE DRAWINGS/DESIGNS AND ADDITIONS & ALTERATIONS

- (a) The Applicant(s) has seen the zoning plan, layout plan, sanction plan, Building Plan, specifications, amenities etc. and has been made aware of and accepts that the zoning plan, layout plan, Building Plan of Commercial Shop/Unit are tentative and that there may be minor variations/alterations either due to architectural and structural reasons or pursuant to requirements of a Governmental Authority, which may involve changes, including change in the zoning plans for the Project, and nature of facilities to be provided in the Project in accordance with the policy. The Applicant understand that the Developer/LLP reserves its right to effect suitable changes and alterations in the Layout Plan,

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building core, lobbies, common areas, service areas, elevations, massing, specifications, features, height, width, finishing (internal and external), materials to be used, electricity load, power etc., of the Project at any time and in any manner it thinks fit and proper for the betterment of the Project and as per approvals and sanctions of the Statutory Authorities.

- (b) That the Applicant further understands and agree that although every attempt shall be made by the Developer/LLP to adhere to the size, location, product mix and Carpet area of the Unit, however, in the event that there is any change in the Unit's location or product mix or variation in its size to the extent of  $\pm 5\%$  at the time of final measurement, the Applicant shall accept the same and shall make the payment of the Sale Consideration, the applicable PLC, other charges and the applicable taxes as agreed herein in proportion, as the case may be, either payable or refundable, to such variation without any interest thereon and no other claim, whatsoever, monetary or otherwise shall exist against the Developer/LLP in any manner whatsoever by the Applicant. If required by the developer, the applicant will be bound to issue an affidavit or no objection certificate or declarations in approval of such modifications, alterations etc.
- (c) That the Developer/LLP shall have the absolute right to make additional construction anywhere in the Project including adjoining and/or in the vicinity of the said Shop/unit, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the said land or for any other reason whatsoever to the extent permissible by the Government or Competent Authorities. The Developer/LLP shall have the absolute right to transfer such additionally constructed areas/units/Shops in any manner whatsoever as the Developer/LLP may in its absolute discretion deem fit. The Developer/LLP and the transferees of such additional construction shall have the same rights as the Applicant 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 applicant acknowledges that the applicant shall have no objection to the same and the applicant will not claim any adverse rights to such construction.

The Applicant(s) understand that the developer/LLP 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/shop buyers /allottees of the Said Colony. Whereas in the scenario of future extension the developer/LLP 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.

- (d) The Applicant agrees and understands that the price of the Commercial Shop/Unit shall be based on the price of materials and labour charges pertaining thereto on the date when the excavation work at the Project site commences, which date shall be duly communicated to the Applicant. If, however, during the progress of construction upto the expiry of 36 months or 42 months (including grace period), as the case may be, from the abovementioned date, there is an increase/decrease in the price of the materials used in the construction work and/or labour charges (hereinafter referred to as "Escalation Charges"), the same shall be recoverable/ payable respectively from/to the Applicant/Allottee as per the rules and regulations issued by the competent authority.

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The Developer/LLP shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of Escalation Charges done by the Developer/LLP from time to time. Such audited and verified Escalation Charges shall be paid/refunded (or adjusted), as the case may be, by/to the Applicant/Allottee before the offer of possession of the Unit to the Applicant/ Allottee. Escalation Charges, as intimated to the Applicant/Allottee shall be final and binding on the Applicant/Allottee. The Applicant/Allottee agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Application/ Builder Buyers Agreement. No possession shall be handed over to the Applicant/Allottee unless Escalation Charges are paid in full along with delayed interest, if any.

### 6. CONSIDERATION, TAXES AND PAYMENT OF DUES

- (a) The Applicant, on becoming an allottee, shall be liable to pay the total price for the Commercial Shop/Unit based on its Carpet Area Area equivalent to Rs. \_\_\_\_\_ (Rupees only) ("Total Price") as detailed in Annexure I .
- (b) In addition to the above consideration, The Allottee shall be required to pay Interest Free Maintenance Security Charges as mutually decided.
- (c) The Developer/LLP shall periodically intimate in writing to the Applicant (successful allottee) the amount payable as stated above in accordance with payment plan, the Applicant (successful allottee) shall make payment as demanded by the Developer/LLP within the time and in the manner specified therein. In addition, the Developer/LLP shall provide to the Applicant (successful 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.
- (d) 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 Applicant (successful allottee) to The Developer/LLP shall be increased or decreased based on such change or modification.
- (e) 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 Applicant (successful allottee) will make such payments to the Developer/LLP 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 Applicant (successful allottee).
- (f) The Total Price includes the Booking Amount paid by the Applicant (successful allottee) to the Developer/LLP towards the aforesaid Commercial Shop/Unit based on its Carpet area area.
- (g) The Applicant (successful allottee(s)) 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

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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.

- (h) All payments shall be made through DEMAND DRAFTS/CHEQUES/NEFT/RTGS ETC. in favour of **"PYRAMID DREAM HOMES LLP-INFINITY A/C"**. The Applicant (successful allottee (s)) must specify their name, address, application no., customer ID, mobile no. and Project name on the back side of cheque/demand draft accepted by the Developer/LLP and the Developer/LLP shall be deemed to have accepted such cheque/demand draft subject to their realization.
- (i) All payments should be deposited only at the office of the Developer/LLP. The Developer/LLP shall not be responsible/accountable for any payment made to agent/broker/any third person. The Applicant(s) must insist for duly signed receipt from the authorized personnel of the Developer/LLP.
- (j) In case of delayed payment of installments/any other dues by the Applicant(s), the Applicant (Successful Allottee) shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017.
- (k) The Applicant (successful allottee) before taking possession of the Commercial Shop/Unit shall clear all the dues towards the said Shop/Unit.
- (l) The Total Price of the Commercial Shop/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, water line and plumbing, finishing with paint, marbles, tiles, doors, windows and includes cost for providing all other facilities, amenities and specifications to be provided within the Complex and the Project.
- (m) The total price also includes the External Development Charges/IDC, Other Charges and Taxes, as applicable, as per applicable laws.
- (n) 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. The Applicant(s) shall sign and execute all papers, documents, agreements for purpose of obtaining electricity power back-up facility and or any other service. The Applicant(s) shall additionally pay on demand to the Developer/LLP his proportionate share of the cost for External electric connection charges and the provision of electric standby generator.
- (o) The Developer/LLP shall not be responsible towards any third party, who has made payments, remittances to the Developer/LLP on behalf of the Applicant and such third party shall have no right in the Said Unit. The Developer/LLP shall issue the payment receipts only in favour of the Applicant.

### 7. CANCELLATION & TRANSFER

- (a) If the Applicant (successful allottee) fails to make payments for two consecutive demands made by the Developer/LLP as per the Payment Plan opted by applicant, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer/LLP on the unpaid amount at the rate prescribed in the Rules;
- (b) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Developer/LLP in this regard, the Developer/LLP may cancel the allotment of the Commercial Shop/Unit in favour of the Allottee and refund the money paid by the allottee by forfeiting the earnest money and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any dues

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payable to the Developer/LLP). The rate of interest payable by the allottee to the Developer/LLP 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 Developer/LLP 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 Developer/LLP shall intimate the allottee about such termination at least thirty days prior to such termination.

- (c) The Developer/LLP shall also be entitled to and hereby reserves its right to cancel the allotment/terminate this Application/ Builder Buyers Agreement in the manner described above, if in the opinion of the Developer/LLP, (a) the allotment of the Unit has been obtained through misrepresentation and concealment or suppression of any material fact, OR (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Developer/LLP or the Maintenance Agency or by any statutory body or Competent Authority(ies)/Department(s).
- (d) The Applicant shall indemnify and undertakes to keep the Developer/LLP, its directors, representatives, assignees and nominees saved, indemnified and harmless from and against all losses, damages, liabilities and consequences resulting from nonpayment, nonobservance or breach by the Applicant of any law or representations, covenants, conditions, warranties and undertakings of the Applicant.
- (e) That the Applicant understands and agrees that it 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 Applicant and no outstanding dues against the said Unit should exist on that date. Prior information and confirmation from the developer is compulsory, However the Developer/LLP may at its sole discretion permit the transfer/assignment, subject to payment of transfer charges as may be decided by the Developer/LLP from time to time and subject to compliance by the Applicant of the applicable laws, rules, regulations and the directions of the Developer/LLP, 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 applicant shall indemnify the developer for losses suffered and the transfer will not binding upon the developer.

### 8. SURRENDER

- (a) The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Developer/LLP at its sole discretion may cancel/terminate the booking/allotment/application and shall forfeit the Earnest Money and will refund the balance amount, if any, to the Applicant(s).
- (b) In case of surrender/cancellation of Commercial Shop/Unit after 30th September of the next financial year, GST paid and/or due upto preceding Financial years along with booking amount and interest due etc. as per Applicable Laws shall be deducted & the balance amount shall be refunded to the Applicant.

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### **9. LOANS**

- (a) The Applicant(s) shall have no objection in case the Developer/LLP creates a charge on the Project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the Commercial Shop/Unit to the Applicant (successful allottee).
- (b) The Applicant (successful allottee) may avail loans from financial institutions to finance the Commercial Shop/Unit. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant (successful allottee) shall not make such refusal an excuse for non-payment of further installments / dues. In case there is delay in processing the loan in favour of the Applicant (successful allottee) due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant (successful allottee) to the Developer/LLP, the Applicant (successful allottee) agrees and accepts to make the payment of accrued interest to the Developer/LLP, unconditionally.

### **10. REGISTRATION & OTHER CHARGES**

- (a) The Applicant shall, before taking possession of the Commercial Shop/Unit, clear all the dues towards the Commercial Shop/Unit and have the conveyance/Sale deed for the Commercial Shop/Unit executed in his/her favour by the Developer/LLP after paying stamp duty, registration fee & administrative charges/ lawyer fees for registration of sale deed and other charges/expenses, as applicable, to the concerned sub registrar office.

### **11. POSSESSION**

- (a) Possession of Commercial Shop/Unit shall be offered by the Developer/LLP on or before the expiry of four years from the date of receipt of environment clearance for the project.
- (b) Upon receipt of the occupation certificate or part thereof in respect of the Project, the Developer/LLP shall issue a written notice offering the possession of the Commercial Shop/Unit ("Possession Notice") to the Applicant (successful allottee) offering the possession of the Commercial Shop/Unit to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Developer/LLP, the Applicant (successful allottee) shall take possession of the Commercial Shop/Unit from the Developer/LLP by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and the Developer/LLP shall give possession of the Commercial Shop/Unit to the Applicant (successful allottee). In case the Applicant (successful allottee) fails to take possession within the time provided in the Possession Notice, such Applicant (successful allottee) shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.
- (c) That the Applicant agrees and undertakes to use the said Shop/Unit only for Commercial purpose as defined as per prevailing norms and approvals and sanctions provided by the Statutory Authorities and for no other purpose and further the Applicant shall not conduct any illegal or immoral activities from or in the Shop/Unit. The Applicant further undertakes not to carry on any activity from and on the Shop/Unit, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/occupants of the Project. The

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applicant shall not modify or alter the basic structure of the Shop/unit. The applicant will not use the said Shop/unit or common areas or parking in any manner which may be illegal or create nuisance to others.

- (d) The Applicant shall not keep any material in the common areas of the Project. Applicant (s) shall be entitled to use the common areas of the Project along-with other allottees for such purposes for which such common areas have been developed.
- (e) The LLP/ Developer had made it clear to the Applicant(s) (Successful Allottee) that the Land shall be transferred to related departments (HUDA, DHBVN etc.) under applicable law at any point of time/handling 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.

### 12. MAINTENANCE

- (a) The Developer/LLP from the date of grant of occupancy certificate of the project or part thereof shall initially maintain the Project until the maintenance of the Project is handed over to the "Association of Commercial Shop Owners" for maintenance. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "Association of Commercial Shop Owners" constituted under the Haryana Ownership Act 1983.
- (b) That Applicant 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 Developer/LLP may require in the interest of the Project and Unit. In case of Joint Applicant, any document signed/ accepted/acknowledged by the First Applicant shall be binding upon the other joint Applicants
- (c) The Applicant (successful 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, Insurance, AMC & Depreciation of Plant & Machinery etc. and other costs for providing common services and facilities in the Project with effect from the date of handing over of possession by the developer/LLP.
- (d) Each allottee shall promptly pay all such maintenance charges as demanded by the Developer/LLP 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 Developer/LLP or Association of Commercial Shop Owners/ Competent Authority, as the case may be; which shall be called "Non Refundable Interest Free Maintenance Security (IFMS) Deposit".

### 13. FORCE MAJEURE

- (a) The Construction/development of the Commercial Complex is subject to any event or combination of events or circumstances beyond the reasonable control of the Developer/LLP which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer/LLP's ability to perform including but not limited to the following:

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## COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,

- I. Act of god i.e. Fire, draught, flood, earthquake, epidemics, natural disasters;
- II. Explosions or accidents, air crashes, act of terrorism;
- III. Strikes or lock outs, industrial disputes;
- IV. Non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or due to any reason whatsoever,
- V. War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- VI. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer/LLP from complying with any or all the terms and conditions as agreed in the Agreement; or
- VII. Any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/ Commercial Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- VIII. Any event or circumstances analogous to the foregoing. ("Force Majeure Events").  
  
The Applicant (successful allottee) agrees and confirms that in the event it becomes impossible for the Developer/LLP to implement the Project due to Force Majeure Events and above mentioned conditions, then this allotment shall stand terminated and the Developer/LLP shall refund to the Applicant (successful allottee), the entire amount received by the Developer/LLP from the Applicant (successful allottee) within ninety days. The Developer/LLP shall intimate the Applicant (successful allottee) about such termination at least thirty days prior to such termination. After refund of the money as paid by the Applicant (successful allottee), the Applicant (successful allottee) agrees that he/ she shall not have any rights, claims etc. against the Developer/LLP and that the Developer/LLP shall be released and discharged from all its obligations and liabilities.

### 14. EVENTS OF DEFAULT

**Subject to the Force Majeure Events, Court Orders, Government policy/ guidelines/ decisions, the Developer/LLP shall be considered under a condition of default, in the following events:**

- (a) The Developer/LLP fails to provide ready to move in possession of the Commercial Shop/Unit to the Applicant(s) (successful allottee) within the time period specified above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the concerned authority which includes the extended period , if any. For the purpose of this clause, 'ready to move in possession' shall mean that the Commercial Shop/Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed to between the parties and for which occupation certificate or part thereof has been issued by the competent authority;

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## **COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,**

- (b) Discontinuance of The LLP's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulation Act or the rules or regulations made thereunder.

**In case of default by Developer/LLP under the conditions listed above, Applicant(s) (successful allottee) is entitled to the following:**

- a) Stop making further payments to Developer/LLP as demanded by the Developer/LLP. If the Applicant(s) (successful allottee) stops making payments, the Developer/LLP shall correct the situation by completing the construction/development milestones and only thereafter the Applicant(s) (successful allottee) be required to make the next payment without any interest for the period of such delay; or
- b) The Applicant(s) (successful allottee) shall have the option of terminating the allotment of Commercial Shop/Unit. In such case the Developer/LLP shall be liable to refund the entire money paid by the Applicant(s) (successful allottee) under any head whatsoever towards the purchase of the Commercial Shop/Unit, along with an interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017, within ninety days of receiving the termination notice. Provided that where an Applicant(s) (successful allottee) does not intend to withdraw from the Project or terminate the allotment of the Commercial Shop/Unit, he shall be paid interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 by the Developer/LLP for every month of delay till the handing over of the possession of the Commercial Shop/Unit, within ninety days of it becoming due.

**Subject to the Force Majeure Events, Court Orders, Government Policy(ies)/Guidelines/Decisions, The Applicant(s) (successful allottee) shall be considered under a condition of default in the following events:**

- a) Dishonor of any cheque(s) including post-dated cheques given by the Applicant(s) (successful allottee) to the Developer/LLP for any reason whatsoever;
- b) Failure to execute the agreement, conveyance deed, maintenance agreement and/or any other document required to be executed with the Developer/LLP within such timelines as stipulated by the Developer/LLP in terms of the Agreement/Application;
- c) Applicant(s) (successful allottee) fails to take possession of the Commercial Shop/Unit within the time provided herein above;
- d) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of the Agreement/Application;
- e) Any other breach of the provision under Agreement/Application/ Policy by the Applicant(s) (successful allottee).

**In case of an event of default committed by an Applicant(s) (successful allottee), The Developer/LLP will have the following options (exercisable individually or jointly at the sole discretion of The Developer/LLP):**

- a) The Applicant(s) (successful allottee) shall be liable to pay interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 for the period of delay.

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## **COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,**

- b) In case of payment of delayed installment as per the Payment Plan, the payment so made by the Applicant (successful allottee) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- c) If the Applicant (successful allottee) fails to make payments for two consecutive demands made by the Developer/LLP as per the Payment Plan annexed hereto despite having been issued notice in that regards, the allottee shall be liable to pay interest to the Developer/LLP on the unpaid amount at the rate prescribed in the Rules;
- d) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Developer/LLP in this regard, the Developer/LLP may cancel the allotment of the Commercial Shop/Unit in favour of the Allottee and refund the money paid by the allottee by forfeiting the Earnest money/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 Developer/LLP). The rate of interest payable by the allottee to the Developer/LLP 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 Developer/LLP 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 Developer/LLP shall intimate the allottee about such termination at least thirty days prior to such termination.
- e) In case of such cancellation, the Allottee(s) shall have no lien or claim on the Commercial Shop/Unit and The Developer/LLP will be entitled to sell, convey or transfer the Commercial Shop/Unit to any party at its sole discretion.

### **15. COMMUNICATION AND CHANGE OF ADDRESS**

- (a) The Applicant hereby undertakes to inform the Developer/LLP of any change in his address or any other particular/information as given above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by the Developer/LLP shall be deemed to have been received by applicant (s) and shall not be subject to any dispute of any nature. In case of any default in communication due to incorrect information, the Applicant(s) shall be liable to borne all the cost and expenses.
- (b) The Applicant shall get its complete address registered with the Developer/LLP at the time of booking and it shall be its responsibility to inform the Developer/LLP in writing by registered AD letter for any change in its mailing or permanent address. If the Applicant fails to do so then failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
- (c) In case of joint Applicant(s), The Developer/LLP shall send all letters/ notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by

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## **COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,**

all Applicant(s) within 5 days from the date of dispatch. The Developer/LLP shall not be liable to send separate communication, letters and notices to the second Applicant(s) or to Applicant(s) other than the first Applicant(s)

### **16. COMPLIANCE OF LAWS RELATING TO REMITTANCE**

- (a) In case the Applicant is NRI/PIO, the Applicant further agrees that the Applicant itself shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc., and provide the Developer/LLP with such permissions, approvals which would enable the Developer/LLP to fulfill its obligations under this Application. The Applicant agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, FEMA or any other law(s), the Applicant shall alone be liable for any action under the provisions of relevant Act, Regulations etc. The Developer/LLP accepts no responsibility and liability in this regard and the Applicant shall keep the Developer/LLP fully indemnified and harmless in this regard

### **17. DISPUTES & ARBITRATION**

- (a) The aggrieved party may also approach the adjudicating officer appointed under the Real Estate Act.
- (b) The courts at Gurugram shall have exclusive jurisdiction to entertain the disputes between the parties hereto.

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# COMMERCIAL SHOP IN INFINITY SQUARE-70 -COMMERCIAL,

## ANNEXURE – I

### PROVISIONAL DETAILS OF THE UNIT

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

### PAYMENT PLAN: (Please tick Appropriate)

Down Payment Plan { }      Construction Linked Plan { }      Flexi Payment Plan { }

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

### AMOUNT PAYABLE

1.	Basic Sale Price ( <b>BSP</b> )	Rs.	Per Sq. Ft. on CARPET Area
2.	Preferential Location Charges ( <b>PLC</b> )	Rs.	Per Sq. Ft. on CARPET Area
3.	Additional Preferential Location Charges	Rs.	Per Sq. Ft. on CARPET Area
4.	External Development Charges ( <b>EDC</b> )and Infrastructure Development Charges ( <b>IDC</b> )	Rs.	Per Sq. Ft. on CARPET Area
5.	Interest Free Maintenance Security Deposit	Rs.	Per Sq. Ft. on CARPET Area
6.	Community Building Membership Charges	Rs.	Per Sq. Ft. on CARPET Area
7.	Other Charges, if any	Rs.	Per Sq. Ft. on CARPET Area
8.	GST(CGST+SGST)	Rs.	
	Total		

### **Note:**

- i. In addition to above the Allottee is required to pay stamp duty/registration charges at the time of conveyancing of the Allotted Unit.
- ii. All other amounts towards third party charges including fresh/new statutory charges/taxes (including GST) or revised EDC/, if any, or otherwise as indicated in the Application/Agreement shall be payable by the Applicant as and when demanded by the Developer/LLP for the Unit.

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