

ANNEXURE 'A'

[See rule 8]

AGREEMENT FOR SALE

This AGREEMENT FOR SALE / BUILDER BUYER AGREEMENT (hereinafter referred to as the "**Agreement**") is made and executed at Gurugram, Haryana on this the _____ day of _____ 20____,

By and Between

M/s Elan City LLP, (LLPIN: AAU-2796), a Limited Liability Partnership incorporated under the provisions of The Limited Liability Partnership Act, 2008, having its registered office at 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector-42, Gurugram-122002 (PAN-AAIFE6004A), represented by its authorized signatory _____ (Aadhar no. _____) duly authorized by authority letter dated _____, hereinafter referred to as the "**Promoter/Developer**" (which expression shall unless repugnant to the context or meaning thereof mean and shall be deemed to mean and include its successor-in-interest and assigns).

AND

Mr./Mr. _____ (Aadhar No. _____) son/daughter of _____, aged about _____ years, residing at _____ (PAN _____),

AND

Mr./Mr. _____ (Aadhar No. _____) son/daughter of _____, aged about _____ years, residing at _____ (PAN _____),

AND

Mr./Mr. _____ (Aadhar No. _____) son/daughter of _____, aged about _____ years, residing at _____ (PAN _____),

(hereinafter singly / jointly, as the case may be, referred to as the "Buyer/Allottee", which expression shall, unless repugnant to the context or meaning thereof, mean and shall be deemed to mean and include all the Buyer's legal heirs, administrators, executors, legal representatives, successors, transferees and permitted assigns).

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, for the State of Haryana;
- (d) "Section" means a section of the Act.

WHEREAS:

- A. The project land is a part of residential plotted colony admeasuring 107.919 acres (License No.97 of 2010 dated 18/11/2010 & License No.41 of 2011 dated 03/05/2011) falling in Revenue Estate of Village Maidawas, Sector 66 & 65 being developed by Group/Associates Companies of Emaar India Ltd. (formerly known as Emaar MGF Land Limited)

The Promoter/Developer is the absolute owner in vacant and peaceful possession of the following parcels of contiguous lands situated in Sector 66, Gurugram, Haryana:-

Land bearing Rect. No.17 Kila No.4/2/1 min (0-5), 7/2 min (4-10), 13min (2-9), 14/1 min (2-5), 14/2/1 min (2-5) total admeasuring 11 Kanal 14 Marla i.e. 1.4625 Acres in the Revenue Estate of Village – Maidawas, Sector-66, Gurugram. (hereinafter referred to as "Project Land") and as more particularly described in SCHEDULE "A" attached hereto.

Note: The first and second set of figures within the parentheses denotes (Kanals – Marlas).

- B. The Project Land is earmarked and approval has been accorded by the Director, Town & Country Planning Department, Government of Haryana (hereinafter referred to as "DTCP") for development of a commercial colony project comprising of Retail units, Food court units, Kiosks, Restaurants, Office spaces & other commercial spaces in a complex known as "**Elan EMPIRE**" (hereinafter referred to as the "Project"/" Complex");
- C. The Promoter is competent to enter into this Agreement and the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been complied with;
- D. The Director, Town and Country Planning Haryana, Chandigarh ("DTCP") has granted the license no. 97 of 2010 Dated 18/11/2010 & 41 of 2011 Dated 03/05/2011 ("License") to develop a commercial colony on the Project Land.
- E. The Promoter/ Developer has obtained the Layout Plan, sanctioned plans and necessary approvals for the Project/Complex from the DTCP including the demarcation/zoning/site plan and the building plans have been sanctioned by the DTCP vide Memo No.2005 dated 15/04/2021. The Promoter/Developer agrees and undertakes that it shall not make any

changes to such approved plans except in compliance with the Act/any other laws as applicable;

- F. The Promoter/ Developer has also registered the Project under the provisions of the Act with the Haryana, Real Estate Regulatory Authority at Gurugram on _____ under registration no.____ of _____;
- G. The Buyer had applied for a Retail unit/ Food court unit / Kiosk / Restaurant / Office space / other commercial space(s) (hereinafter referred to as the “**COMMERCIAL UNIT/UNIT**”) vide Application Form dated _____ and has been allotted the Unit no._____ having Carpet Area of _____ square feet (“Carpet Area”), on _____ floor of the tower/building (“said building”) in the project along with to use Parking Space(s) (as per **SCHEDULE B**) and prorate right/indivisible share in the common Areas as defined under Rule 2(1) (f) of the Rules and as more particularly described in **SCHEDULE-E**.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and have clearly understood their mutual rights and obligations related thereto. In particular, the Buyer has understood all limitations, restrictions, requirements and obligations of the Promoter/Developer and that of the Buyer in respect thereof;
- I. (i) The extent of the Project Land may be modified by way of addition/deletion of land parcels and merging with the Project Land at any time in the future including during the development of the Project as may be acquired by the Promoter/ Developer or as may be required/desired pursuant/consequent to any directions/approvals of the DTCP and/or any other Governmental/Competent Authority as may be permissible under the Act and the Rules and in the manner as provided there under;
- (ii) The Promoter/Developer shall develop the Project in terms of the License and in accordance with approved plans or any revisions thereof. The Project will comprise of commercial Units constructed according to specifications as are specified herein along with required amenities and necessary infrastructural facilities as may be prescribed under Applicable Laws along with necessary Common Areas and Facilities. The sanctioned plans/Layout Plan however, are tentative and are subject to change, as may be necessary in the best interest of development of the Project and as may be approved by the DTCP or any other Governmental Authority during the development and construction of the Said Building/Project/Complex;
- (iii) The Promoter/ Developer has clarified to the Buyer that the sanctioned plans/Layout Plan of the Project contain other areas besides the Unit such as Common Areas and Facilities as required under the Act/Applicable Laws, other shops/commercial areas, etc. However, this Agreement is limited in its scope to the sale of the Unit and the Buyer understands that there shall not be any ownership rights in such other areas except as elucidated herein;
- (iv) The Buyer accepts and acknowledges that the terms and conditions hereof have been carefully read over and understood with its full legal import, effect and implications and that the Buyer has obtained independent advice on all aspects and features before electing to execute this Agreement. The draft of this Agreement was made available to the Buyer at the time of making the token payment for the provisional allotment of the Unit and accordingly, the Buyer agrees and confirms executing this Agreement with full knowledge and understanding of its terms and conditions and is

in unconditional and unqualified concurrence and agreement with the rights, duties, obligations and responsibilities of either Party under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Buyer outside any influence of the Promoter/ Developer.

- (v) Relying upon the confirmations, undertakings, representations, and the assurances of the Buyer to faithfully abide by all the terms and conditions and stipulations as contained in the Application Form and this Agreement and based upon the information presently provided by the Buyer, the Promoter/ Developer has accepted the Application and has allotted the Unit, subject to the terms of the Application Form and this Agreement. The Buyer agrees and acknowledges that the ownership and occupation of the Unit will be subject to the Act/Applicable Laws and obligations as detailed in this Agreement and hereby represents and undertakes to fully abide by the same at all times.
- (vi) The Buyer is under legal obligation as per provisions of section 194 IA of the Income Tax Act, 1961 (effective from 01.06.2013) to deduct tax at source (TDS) as per applicable law from each and every installment or any other payment made towards the Total Sale Consideration of the Unit. The Buyer shall be required to submit the TDS Certificate and challan showing proof of deposit of the TDS within 30 (thirty) days from the date of remittance of payment to the Promoter/ Developer so that appropriate credit may be allowed to the account of the Buyer.
- (vii) Relying upon the confirmations, undertakings, representations, and the assurances of the Buyer to faithfully abide by all the terms and conditions and stipulations as contained in the Application Form and this Agreement and based upon the information presently provided by the Buyer, the Promoter/ Developer has accepted the Application and has allotted the Unit, subject to the terms of the Application Form and this Agreement. The Buyer agrees and acknowledges that the ownership and occupation of the Unit will be subject to the Act/Applicable Laws and obligations as detailed in this Agreement and hereby represents and undertakes to fully abide by the same at all times.
- (viii) The Buyer agrees and understands that if the Developer or the Maintenance Agency applies for and obtains regulatory approval to receive and distribute bulk supply of electrical energy in the Complex/Said Building, then the Buyer undertakes to pay on demand proportionate share of all deposits, charges, fees and costs paid/payable for such electrical energy failing which the same shall be treated as unpaid portion of the Total Sale Consideration of the Unit and the conveyance of the Unit shall be withheld till complete payment. Proportionate share of costs incurred by the Developer for creating infrastructure like HT Feeder, EHT Sub-station etc. shall also be payable by the Buyer. Further, the Buyer agrees that the Developer shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Unit till complete payment of such deposits and charges are received. Further, in case of bulk supply of electrical energy, the Buyer agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Buyer's rights to apply for individual/direct electrical supply connection directly from DHBVNL or any other body responsible for supply of electrical energy. An undertaking in this regard shall be executed by the Buyer. The Buyer agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by Developer/Maintenance Agency from time to time.
- (ix) The Buyer agrees and understands that the Developer, at its sole discretion and subject to such approvals as may be necessary, enter into an arrangement for

generating and/or supplying power to the Said Building/Complex. In such an eventuality, the Buyer fully concurs and confirms to such arrangement for generating and/or supply of power and the Buyer gives unconditional consent to such an arrangement including it being an exclusive source of power supply to the Complex or to Unit directly and the Buyer understands the possibility of it being to the exclusion of power supply from DHBVNL/State Electricity Boards (SEBs)/any other source. This arrangement could be provided within the Complex. Further, the Developer or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Developer or its agents/its subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment/plant may be located anywhere in or around the Complex/ Building.

- (x) The Developer or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Developer or the concerned authorities which may or may not be limited to the rate then charged by the Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL)/State Electricity Boards(SEBs),the Buyer shall be liable to pay the amount based on the tariff to the Developer directly or through the Association of Buyers respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed The Buyer shall be obliged to pay the actual consumption charges as per the meter readings. The Buyer shall not have any right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payments related at any time whatsoever. This clause shall survive the conveyance of the Unit or any subsequent sale/resale or conveyance thereof.
- (xi) The Buyer acknowledges that the Developer may, at its sole discretion make the Complex/ Building a part of any other adjacent project and/or land that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the Buyer shall not have any right to raise any objection in this regard. In the event of any such formation, the Common Areas and Facilities and the undivided interest therein of each Unit owner shall be specified by the Developer in the Declaration which shall be filed by the Developer in compliance of the Unit Act which shall be conclusive and binding upon the Buyer.
- (xii) The Buyer agrees that the Promoter shall have the absolute right to make additional constructions on the Land anywhere within the Project and/or the Commercial Complex including construction of additional floors in the tower in which the Commercial Unit is located, whether on account of increase in Floor Area Ratio (FAR), increase in licensed land area for the Project, addition and/or inclusion of adjacent licensed area/land, increase in FAR under Transit Oriented Development (TOD) Policy, availability of Transferable Development Rights (TDR) as per rules in vogue, additional FAR for green features in the building/Project, green rating from an accredited assessment agency or better utilization of the land or for any other reason to the extent permitted by the DTCP or any other Competent/Governmental Authority and shall have the absolute and unfettered right to lease, sell, mortgage or transfer such additional constructed areas in any manner as the Promoter may in its absolute and sole discretion deem fit. The Buyer further understands that by facilitating such additional construction there may be a change in layout of the Project and/or the Complex/Building. The Promoter and each of the transferees of

such additional constructions shall have the same rights as the rights of the buyer with respect to the Project/Complex/Building including the right to be a member of any association of Commercial Unit owners as may be formed under the Haryana Apartment Ownership Act, 1983 (including any amendments/modifications thereof), and the right to undivided and unopposed use of the Common Areas and Facilities of the Project/Commercial Complex/Building. The Buyer have been made aware by the Promoter that the Promoter has been applying/applied for revision of Layout/Building Plans for the said Project before the Competent Authorities which may result in increase in the area, units, height, number of floors, ground coverage, green areas, parking areas, etc. and any other changes as required as per the said revision of layout/building plans in the said Project as well as if any additional Tower is constructed on this Project/Complex Building, due to the same.

- (xiii) The Buyer is aware and acknowledges that any benefit of additional input tax credit that has accrued or may accrue to the Developer under the GST scheme of taxation of goods and services of the Government has been passed on to the Buyer by way of commensurate reduction in the composition of the Total Sale Consideration of the Unit such as the BSP of the Unit. It is agreed that the computation of the Total Sale Consideration does not include (a) GST, or any kind of taxes, land under construction tax, property tax, local body tax or other taxes, which are livable or become livable under the provisions of Applicable Laws or any amendments thereto pertaining or relating to the sale of the Unit, (b) running, maintenance and operations of the Common Areas & Facilities, or (c) for any right over any convenience stores, shops, kiosks, recreational activities, additional fire safety measures etc. (except for a right to use on such terms and conditions as may be prescribed by the Developer/Maintenance Agency which shall be uniformly applicable to all buyers/sub-lessees in the Project or (d) for any rights over any areas reserved/restricted for any other buyer/sub-lessee/right-holder in the Project or (e) for any rights over areas to be transferred by the Developer to third parties under Applicable Laws. The Buyer has agreed, understands and is satisfied about the same and shall be liable to pay the proportionate charges for maintenance of the Common Areas and Facilities/Project as determined by the Developer/Maintenance Agency till such time the Common Areas and Facilities are transferred to the Association of Buyers under Applicable Laws.
- (xiv) It is clarified that the unit and the right to use the parking space/s (if applicable) shall be treated as a single indivisible unit and the right to use Parking Space/s cannot be transferred independent of the unit/s.
- (xv) The Buyer agrees and understands that the definition of Common Areas [as mentioned in SCHEDULE-E], Carpet Area and the tentative percentage of Carpet Area to Usable Area as on the date of execution of this Agreement is subject to change till construction of the Said Building/Complex has been completed. The Buyer confirms that the Buyer shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Sale Consideration or any change in the percentage of the Carpet Area to the Usable Area as mentioned in SCHEDULE-B subject to the terms hereof.
- (xvi) The Buyer agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to the Unit and cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court, commission, tribunal, forum or any other authority – whether judicial or otherwise - involving any other Units/ building(s)/ project(s) of

the Promoter/ Developer within the Said Building/Complex or in any other development in which the Promoter/ Developer is partner or is otherwise interested.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Buyer(s) hereby agrees to purchase the Commercial unit along with parking (if applicable) as specified in Para G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to provisionally allot to the Buyer and the Buyer hereby agrees the provisional allotment of the Unit for Commercial/any other usage (as the case may be) along with parking (if applicable) as specified above
- 1.2 The Total Price for the built up Commercial Unit alongwith parking (if applicable) based on the carpet area is Rs._____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

Block/Building/Tower No. ____ Unit No. ____ Type ____ Floor ____ Parking (if applicable) ____	Rate of Commercial Unit per square feet
Total price (in rupees)	_____

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Commercial Unit alongwith parking (if applicable);
- (ii) The Total Price as mentioned above excludes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the

Promoter up to the date of handing over the possession of the Commercial Unit alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective;
- (iv) The Total Sale Consideration of Unit for Commercial usage (as the case may be) along with parking (if applicable) includes recovery of price of land, development/construction of [not only of the Commercial Unit] but also of the Common Areas (if applicable), infrastructural development charges, internal development charges, infrastructural augmentation charges, external development charges, lift, plumbing, finishing with paint, marbles/tiles, doors, windows, fire detection and fire fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities in the project (as per SCHEDULE-D) and specifications to be provided within the Unit (as per SCHEDULE-C) for Commercial / any other usage (as the case may be) along with parking (if applicable) in the Project.

1.3 The Basic Price per square feet of carpet area is escalation-free, save and except increases which the Buyer hereby agrees to pay on account of any increase in the Development Charges and any other costs and charges hitherto not contemplated that may be demanded by any Governmental/Competent Authority and/or any other increase in costs/charges which may be levied or imposed on the Project/Project Land at any time. The Promoter/ Developer undertakes and agrees that while raising any demand on the Buyer for any such unforeseen increase, the Promoter/Developer shall duly enclose a copy of the concerned notification/order/rule/regulation in context of such additional charges with the demand letter. Provided that such increase(s) shall be due and payable even if such increases happen after expiry of the scheduled date of completion of the Project as per registration with the Authority/execution of the Conveyance Deed.

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

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Buyer by discounting such early payments for the period by which the respective instalment has been pre-poned.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the tentative specifications, common facilities & amenities described herein at Schedule 'C' and Schedule 'D' in respect of the captioned unit, as the case may be other than the provisions of the Act and Rules made there under or as per approvals/instructions/guidelines of the competent authorities.
- 1.7 The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/Unit, as the case may be, is complete and the occupation certificate is applied to the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area which is not more than (5%) five percent of the carpet area of the Unit then the Promoter shall refund the excess money paid by Allottee within 90 days. If there is any increase in the carpet area, which is not more than (5%) five percent of the carpet area of the 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 B**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Commercial Unit for Commercial usage alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Commercial Unit for Commercial usage alongwith parking (if applicable);
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion/completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Commercial Unit for Commercial usage.
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the 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) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they

are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.10 The Allottee has paid a sum of _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Commercial Unit for Commercial usage alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Commercial Unit for Commercial usage alongwith parking (if applicable) as prescribed in the Payment Plan [**Schedule B**] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule B**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**ELAN CITY LLP EMPIRE MASTER COLLECTION ACCOUNT**' payable at Gurugram having Account No.50200057954110, IFSC: HDFC0000572, HDFC Bank Ltd., Vatika Atrium, A-Block, Golf Course Road, Sector 53, Gurugram-122002

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Commercial Unit for Commercial

usage applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(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 for Commercial usage alongwith parking (if applicable), if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner

5. TIME IS ESSENCE:

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

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

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

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

7. POSSESSION OF THE COMMERCIAL UNIT FOR COMMERCIAL USAGE:

7.1 Schedule for possession of the said Commercial Unit for Commercial usage -

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

The Promoter shall endeavour to hand over possession of the Commercial Unit for Commercial usage alongwith parking (if applicable), not later than 31.12.2025 with a grace period of a maximum of further twelve months unless there is delay due to "*force majeure*", lockdowns, curfew, natural calamities, pandemic situation, 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 for Commercial usage.

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

7.2 (A) Procedure for taking possession of Commercial Unit.

The Promoter, upon obtaining the occupancy certificate, in respect of colony shall offer in writing the possession of the Commercial Unit to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide a copy (on demand) of occupancy certificate in respect of the Project at the time of conveyance of the same. The Allottee(s), after receiving offer of possession, agree(s) to pay the maintenance charges (as per the maintenance agreement to be executed between the allottee(s) and the developer/maintenance agency) and holding charges as determined by the Promoter.

(B) Procedure for taking possession of built-up Unit.

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Commercial Colony shall offer in writing the possession of the unit to the Allottee(s) as per terms of this Agreement.

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

7.3 Failure of Allottee to take Possession of Commercial Unit any other usage—

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Commercial Unit for Commercial Usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Commercial Unit for Commercial usage to the allottee as per terms and condition of the agreement.

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

7.4 Possession by the Allottee—

After obtaining the occupation certificate of the building blocks in respect of Commercial colony and handing over the physical possession of the Unit alongwith

parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees (subject to formation of association of allottees) or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 **Cancellation by Allottee –**

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

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

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

The promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force." ;]¹

Except for occurrence of a "*force majeure*", lockdowns, curfew, natural calamities, pandemic situation, Court orders, Government policy/guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Commercial Unit any other usage alongwith parking (if applicable).

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 for Commercial usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Commercial Unit for commercial usage, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

[In case obligation is not complied with by the promoter

¹ In ANNEXURE 'A', in serial number 7.6 for first para, ["**Compensation—**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force."] substituted, vide Rule 26 (i) (I) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

- (i) the authority shall order to return the total amount received by the promoter in respect of the Commercial Unit for Commercial Usage, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the project.
- (ii) in case allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iii) if the allottee does not intend to withdraw from the project the authority shall order the promoter to pay the allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Commercial Unit for Commercial Usage.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.]¹

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Commercial Unit for Commercial Usage being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Commercial Unit for Commercial Usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Commercial Unit for Commercial Usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;

¹ In ANNEXURE 'A', in serial number 7.6, in para (ii), in the end, above paras inserted, vide Rule 26 (i) (II) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Commercial Unit for Commercial Usage to the Allottee(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 for Commercial Usage alongwith parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of 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*", lockdowns, curfew, natural calamities, pandemic situation, 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 for Commercial Usage alongwith parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Commercial Unit for Commercial Usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the 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 Unit any other usage alongwith parking (if applicable), which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Commercial Unit for Commercial usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (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.

[In case the obligations as above are not complied with either by the allottee or the promoter, the authority may issue suitable directions.]¹

10. CONVEYANCE OF THE SAID UNIT:

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

Provided that, the Commercial Unit for Commercial usage 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.

¹ In ANNEXURE 'A', in serial number 9.3, in para (ii), at the end, above words added, vide Rule 26 (ii) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the maintenance agency or association of allottees (subject to formation of the same) or competent authority, as the case may be, upon the issuance of the occupation certificate. The cost of such maintenance has been included in the Total Price of the Unit for Commercial usage.

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

12. DEFECT LIABILITY:

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

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

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

13. 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 for Commercial usage after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

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

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

basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

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

15.2 The Allottee/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 Unit for Commercial usage and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/allottees/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit for Commercial usage and parking (if applicable), as the case may be.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter/ Developer undertakes not to make any unauthorized additions anywhere in the Project contrary to the sanctioned building plans, or revision thereof. However, the Promoter/ Developer shall have the right to make any alterations, additions, improvements or repairs - whether structural or non-structural - in relation to any unsold Units and the Buyer shall have no right to raise objections or make any claims on this account. The Promoter/ Developer shall have the unqualified and unfettered right to allot or lease or use the space in the atrium, pedestrian plazas to anyone at its discretion at terms and conditions it deems fit and the Buyer shall not be entitled to raise any objection or claims or seek any compensation on the ground of inconvenience or any other ground

whatsoever. The occupiers in the atrium, pedestrian plazas shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the Promoter/ Developer as well as use the Common Areas and Facilities.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APPLICABILITY OF HARYANA UNIT OWNERSHIP ACT, 1983 AND HARYANA UNIT OWNERSHIP RULES, 1987

That the provisions of the Haryana Unit Ownership Act, 1983 and Haryana Unit Ownership Rules, 1987 are applicable to the Unit. Upon compliance with the terms and conditions of this Agreement including all the payments contemplated herein and after execution of Conveyance Deed, the Buyer shall be entitled to ownership and possession of the Unit in accordance with the contents of the declaration to be filed in compliance with Haryana Unit Ownership Act as amended up to-date and rules framed there under.

That the Buyer shall be bound to execute a deed of Unit in relation to the Unit as and when called upon by the Developer to do so. In case the Buyer fails to do so, all decisions of the Developer/Maintenance Agency shall be binding upon the Buyer with full force and effect.

That the Buyer, tenants, employees and occupants who may use the Unit in any manner shall be bound by the declaration and bye-laws of the Association of Buyers pursuant to the Haryana Unit Ownership Act, 1983. All agreements and decisions of such Association shall be binding upon the Buyer as well as any occupant of the Unit.

20. BINDING EFFECT:

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

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled. 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 earnest money i.e. ten percent of the total sale consideration along with non refundable amounts.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter/ Developer through its authorized signatory at the Promoter/ Developer's Office, or at some other place, which may be mutually agreed between the Promoter/ Developer and the Buyer, after the Agreement is duly executed by the Buyer and the Promoter/ Developer or simultaneously with the execution of the said Agreement. This Agreement shall be deemed to have been executed at Gurugram, Haryana.

29. NOTICES:

That all notices to be served on the Buyer and the Promoter/ Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Buyer or the Promoter/ Developer by Registered Post/Courier at their respective addresses as specifically mentioned in the beginning paras of this Agreement.

(Address of Developer):

ELAN CITY LLP, 3rd Floor, Golf View Corporate Towers, Golf Course Road, Sector-42, Gurugram-122002

It shall be the duty of the Buyer and the Promoter/ Developer 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/ Developer or the Buyer, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

In the event of any dispute, difference or claim between the Parties hereto, arising out of this Agreement or in any way relating hereto or any term, condition or provision

mentioned herein or the construction or interpretation thereof or otherwise in relation hereto,

The Buyer, in case of any dispute shall write to the Developer by Registered Post and the Developer shall try to resolve the dispute within 30 days, failing which the same shall be referred to a sole arbitrator to be appointed by the Developer. The Award passed by the Sole Arbitrator would be final and binding on both the Parties.

The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The Arbitration proceedings shall be held in English and the place of Arbitration would be Gurugram, Haryana.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

- (1) Signature _____
Name _____
Address _____
- (2) Signature _____
Name _____
Address _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:
FOR ELAN CITY LLP**

(Authorised Signatory)

Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

SCHEDULE A

DETAILS OF THE PROJECT/COMPLEX

The Project **ELAN EMPIRE** is a commercial project. It's a blend of Retail units, Food court units, Kiosks, Restaurants, Office spaces & other commercial spaces etc., strategically located in revenue estate of village Maidawas in Sector 66, Gurugram Haryana.

NORTH OF THE PROJECT	:	OTHERS LAND
SOUTH OF THE PROJECT	:	MARBELLA RESIDENTIAL PLOTTED COLONY
WEST OF THE PROJECT	:	OTHERS LAND
EAST OF THE PROJECT	:	SERVICE ROAD – 12 METER WIDE

SCHEDULE-B PAYMENT PLAN

Customer ID: _____

Project Name: ELAN EMPIRE

Allottee Name: _____

Unit Address: _____

Floor: _____

Particulars	(Sq.ft.) Carpet Area	Total Amount (Rs.)
	Rate Per Sq. ft. of Carpet Area (in Rs.)	
Basic Sale Price (BSP):		
Car Parking-(Usage Rights):	One Car Parking (Right to use)	
Total Sale Consideration*		

Total: Rs. _____

(Rupees _____ Only)

*EDC & IDC and all other Charges as mentioned in the builder buyer agreement shall be borne/payable by the Allottee(s) in addition to the above.

PAYMENT PLAN OPTED:

CONSTRUCTION LINKED PAYMENT PLAN (CLP)	
On Application of Booking	9% of BSP
Within 45 Days of Booking OR After Execution of BBA (whichever is later)	11% of BSP
On Start of Excavation	10% of BSP
On Casting of Foundations	10% of BSP
On Casting of Upper Basement Floor Slab	10% of BSP
On Casting of Ground Floor Slab	10% of BSP
On Casting of 2 nd Floor Slab	10% of BSP
On Casting of Top Floor Slab	10% of BSP
On Completion of Brickwork for the unit	7.5% of BSP
On Commencement of Façade work	7.5% of BSP
On Offer of Possession*	5%(Plus EDC, IDC, Right to use Car Parking)

*Charges for exclusive right to use car parking, Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra. *GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

OR

POSSESSION LINKED PAYMENT PLAN (PLP)	
On Application of Booking	9% of BSP
Within 45 Days of Booking OR After Execution of BBA (whichever is later)	16% of BSP
On offer of Possession*	75% of BSP (Plus EDC, IDC, Right to use Car Parking)

*Charges for exclusive right to use car parking, Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra. *GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

OR

SPECIAL PAYMENT PLAN (SPP) – OPTION 1 / DOWN PAYMENT PLAN (DP) – OPTION 1	
On Application of Booking	9% of BSP
Within 45 Days of Booking OR After Execution of BBA (whichever is later)	26% of BSP
On Completion of super structure/terrace slab	35% of BSP
On Offer of Possession*	30% of BSP (Plus EDC, IDC, Right to use Car Parking)

*Charges for exclusive right to use car parking, Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra. *GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

OR

SPECIAL PAYMENT PLAN (SPP) – OPTION 2 / DOWN PAYMENT PLAN (DP) – OPTION 2	
On Application of Booking	9% of BSP
Within 45 Days of Booking OR After Execution of BBA (whichever is later)	41% of BSP
On Offer of Possession*	50% of BSP (Plus EDC, IDC, Right to use Car Parking)

*Charges for exclusive right to use car parking, Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra. *GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

OR

SPECIAL PAYMENT PLAN (SPP) – OPTION 3 / DOWN PAYMENT PLAN (DP) – OPTION 3	
On Application of Booking	9% of BSP
Within 45 Days of Booking OR After Execution of BBA (whichever is later)	56% of BSP
On Offer of Possession*	35% of BSP (Plus EDC, IDC, Right to use Car Parking)

*Charges for exclusive right to use car parking, Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra. *GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

*** The offer of possession of the above said Commercial Unit shall be given by the Firm on obtaining of occupancy certificate to the competent authority. The offer of possession is not dependent upon grant of occupation certification and/or completion certificate.**

OR ANY OTHER PLAN APPROVED BY HARERA

Notes:

- All payments to be made by account payee Cheque/ Demand draft / Pay order only in favour of “**ELAN CITY LLP EMPIRE MASTER COLLECTION ACCOUNT**” payable at Gurugram.
- All payments are exclusive of GST and/or other taxes. GST and/or other taxes as applicable will be charged accordingly.
- Any benefit of additional input tax credit that has accrued or may accrue to the Promoter under GST has been passed on to the customer within the BSP of the unit.
- Stamp duty, Registration Fee, Sinking Fund, Electricity Connection Charges, Miscellaneous Charges, Legal and Documentation Charges etc. will be borne by the Allottee(s).
- The present payment plan supersedes all the letters, Communications (direct or indirect), sale/marketing materials etc.
- The Promoter shall treat 10% of the total sale Consideration as earnest money ("Earnest Money").

***BSP: Basic Sale Price *EDC: External Development Charges *IDC: Infrastructural Development Charges.**

SCHEDULE-C

TENTATIVE SPECIFICATIONS (WHICH ARE PART OF THE UNIT)

RETAIL / FOOD COURT / KIOSK / RESTAURANT / OFFICE SPACE :

- Bare shell
- Masonry wall partitions
- 1 No. Lockable Door (Glazed / Aluminium / Flush Doors) – except Food Court & Kiosk Units.

Please Note: The Developer reserves the right to change the specification for design, aesthetics and other requirements.

SCHEDULE-D

AMENITIES, COMMON FACILITIES (WHICH ARE PART OF THE PROJECT)

The common facilities and services will broadly include the following:

- a) Security of common area including parking areas, main gates, boundary wall.
- b) The operation and maintenance of plant and machinery, water supply system, fire-fighting system, elevators, other electrical and mechanical equipment systems, electric sub-station, standby power system and all other equipment installed for provision of common facilities and services to the Third Party and other occupants of the Complex.
- c) Maintenance services of all open and Common Areas and Facilities: Maintenance services to all open and Common Areas and Facilities shall mainly cover basement, stairs, lifts, terraces/refuge areas, compound wall, landscaping, electrification of plot, water supply, sewerage, roads, footpaths, horticulture etc. in relation to the Complex.

SCHEDULE-E

DEFINITION OF COMMON AREAS

Common Area shall mean and include all such parts/areas of the Complex which shall be used by sharing with other buyers /occupants of the Complex, including entrance canopies, lobby, passages, corridors, atrium, common toilets, fire control room(s)/security room(s), lift shafts, lift machine rooms, all electrical shafts, DG shafts, pressurization shafts, plumbing, electrical and fire shafts on all floors and rooms, staircases, munties, refuge areas, lift machine rooms, water tanks (both underground and overhead), electrical sub-station and transformers. In addition to the entire services areas in the basement(s) including but not limited to DG rooms, plant rooms, underground water and other storage tanks, pump rooms, maintenance and services rooms, fan rooms and circulation areas, Drive ways, path ways etc., shall be counted towards the Common Areas and Facilities. It is specifically made clear by the Developer and agreed by the Buyer that he shall have no right, no title, no interest in any other land(s), facilities and amenities within the Project as the Buyer has not paid any money in respect of such land, areas, facilities and amenities, save and except the Common Areas and Facilities as described above, the covered car parking spaces on stilt floor level/common basement area of the Said Building/Complex and/or around the Said Building/Complex and the undivided pro-rata share in the land underneath the Said Building/Complex. The Buyer agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Developer for which the Developer shall have the discretion and the right to decide on their usage, manner and method of disposal etc. In addition, for Food Courts/Kiosks, the Common Areas shall additionally include over and above the foregoing, proportionate share of the areas of the food court which shall be used by sharing with other buyers of the Food Court, including but not limited to Dining Hall, sitting and lounge spaces, incidental circulation space, service corridors, Food Court coupon counters, drinking and washing areas and any such areas intended to be exclusive for the use of buyers of Food Court.