

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed at Gurugram on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### By and Between

**SPJ Properties Private Limited** (CIN: U70109DL2021PTC391005), a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at UGF – 6 Antriksh Bhawan 22, K.G. Marg, New Delhi – 110001 (PAN-ABHCS4620F), represented by its authorized signatories **Mr.....** (Aadhar no.....) and **Mr.....**(Aadhar no.....)authorized vide board resolution dated.....hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

### AND

#### [If the Allottee(s) is a company]

(Company name)\_\_\_\_\_(CIN .....a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at.....(PAN.....), represented by its authorized signatory,..... resolution dated.....(Aadhar no.....) duly authorized vide board resolution dated .....hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

### [OR]

#### [If the Allottee(s) is a Partnership]

... (Partnership firm name ).....a partnership firm registered under the Indian Partnership Act, 1932, (Central Act 9 of 1932) having its principal place of business at .....(PAN.....), represented by its authorized vide ....., hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all its partners, their respective heirs, legal representatives, executors, administrators, successors in interest and permitted assigns)

### [OR]

#### (If the Allottee(s) is an Individual)

Mr....., (Aadhar no.....) son of Mr.....aged about .....,residing at.....(PAN.....) Hereinafter singly/jointly, as the case may be, referred to as the "**Allottee(s)**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and legal representatives)

### [OR]

#### [If the Allottee(s) is a Hindu undivided family (HUF)]

Mr.....(Aadhar no.....),son of..... aged about .....for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at..... (PAN.....) hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees)

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

#### **DEFINITIONS:**

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016),
- (b) "Government" means the Government of the State of Haryana,
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana,
- (d) "Section" means a section of the Act.

#### **WHEREAS:**

- A. The Vendor is the absolute and lawful owner of land having Khasra No. 4243/1747 (2Bigha-17Bisba), 4235/1747 (3Bigha-7Bisba), 5416/4228/1741 (0Bigha-9Bisba) totally area admeasuring **4.15625 Acres** (16819.74 square meters) situated at revenue Estate of Village Gurugram, Sector-14, Gurugram, Haryana Tehsil & District Gurugram ("Said Land") vide sale deed dated 02.02.2023 registered as document no 12579, Bahi no. 1 Jild no. 80 on page no. 178.75 before the office of the Sub-Registrar Gurugram. The location of the said land is shown in the layout plan annexed as ANNEXURE- A.
- B. The Directorate of Town and Country Planning, Haryana has granted the approval/sanction to develop the Said Commercial Colony vide license no. 101 of 2024 dated 29-JULY-2024. The area of 4.15625 Acres of licensed area is usable for Commercial usage. The Vendor has constructed and developed SCO Complex under the name and style of "**VEDATTAM**" (herein '**Project**'). The Promoter/Developer has got the approval from the office of DTCP vide Memo. No. \_\_\_\_\_ dated \_\_\_\_\_.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land, on which Project is to be constructed, have been complied with;
- D. The Promoter has obtained approval on the layout plan/ demarcation/zoning/site plan/ building plan' or any other requisite approval for the Project, as the case may be, from Directorate of Town and Country Planning, Haryana. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act;
- E. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration.
- F. The Allottee(s) had applied for **Commercial Shop No.**\_\_\_\_\_, **Floor No.** \_\_\_\_\_, having area admeasuring \_\_\_\_\_ **sq. mt.** ( \_\_\_\_\_ **sq. ft.**) and right in the common areas as per provisions of Haryana Development and Regulation of Urban Areas Act, 1975, (8 of 1975) (Hereinafter referred to as the "**Commercial Shop**" more particularly described in Schedule A).
- G. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- H. 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;
- I. 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 thereafter.

- J. In accordance with the terms and conditions of this Agreement and is mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Said Commercial Shop as specified in Para G.

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

**1. TERMS:**

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Commercial Shop for commercial usage as specified in Para G.
- 1.2** The Total Price for the Said Commercial Shop is based on the Super area @ Rs. \_\_\_\_\_ per Sq. ft./ Carpet Area @ Rs. \_\_\_\_\_ per Sq. ft. amounting to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** ("Total Price"):

Particulars	Amount (Rs.)
Price of Said Commercial Shop	
EDC & IDC	
GST and other taxes	
<b>Total Price</b>	

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee(s) to the Promoter towards the Said Commercial Shop.
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges levies etc which may be levied, in connection with the development of the Projects) paid payable by the Promoter up to the date of handing over the possession of the Commercial Shop 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(s) 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(s).
- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as per agreed the payment plan and 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 Price of Commercial Shop includes recovery of price of land but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development "charges, taxes/fees/ levies etc., cost of providing electric wiring, electrical connectivity to the Commercial Shop and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial Shop in the Project.

- 1.3** The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ ---- % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoter unless agreed upon by the Allottee(s).
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned Layout plans described herein Said Commercial Shop at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Said Commercial Shop without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities
- 1.7** The Promoter shall confirm the area of the Said Commercial Shop as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the planned area along with essential services (as mandated by Rules and Regulations by the competent authority) is complete. The Promoter shall inform the Allottee(s) about any details of the changes, if any, in the area. The total price payable for the Total Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area then the Promoter shall refund the excess money paid by Allottee(s) within 90 days from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the area, which is not more than five percent of the area of the Said Commercial Shop, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as

provided in **Schedule C**. All these monetary adjustments shall be made at the same rate as agreed in para 1.2 of this Agreement.

- 1.8** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Said Commercial Shop for commercial usage as mentioned below
- (i) The Allottee(s) shall have exclusive ownership of the Said Commercial Shop.
  - (ii) The Allottee(s) 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 Allottee(s)/ 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)(1) of Rules, 2017 of the State;
  - (iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project.
- 1.9** The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Commercial Shop to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage, loan and interest thereon before transferring the Said Commercial Shop to the Allottee(s), 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(s) has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Said Commercial Shop at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Said Commercial Shop as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she 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 development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of **SPJ PROPERTIES PRIVATE LIMITED** payable at par at all branches of Punjab National Bank in India. The payments made by cheque(s) are subject to realization. A cheque bounce charge of Rs.500/- per instance plus applicable taxes, shall be charged from the customer in case the cheque is returned unpaid by the bank for any reason.

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

- 3.1 The Allottee(s), if resident of outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission/ approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) 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 shall 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(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/ allotment of the Said Commercial Shop 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(s) authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Said Commercial Shop, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Commercial Shop and the Common Areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

In the event the Allottee(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Said Commercial Shop, the Promoter shall co- operate with the Allottee(s) during the financing process subject to the condition that the terms and conditions of the financing agency shall exclusively be binding and applicable only upon the Allottee(s) and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the payment plan detailed in **Schedule C** will rest exclusively on the Allottee(s). In the event of the loan

not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per payment plan in **Schedule C**, shall be ensured by the Allottee(s), failing which, the Allotment shall be governed by the provision contained in **Clause 9.3** as below. Non-sanction of any loan shall not be a ground for the Allottee(s) to delay or default in payment pursuant to this Agreement to the Promoter.

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

The Allottee(s) 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 Shop (as the case may be) is located and has accepted the location, payment plan and the specifications amenities, facilities, etc (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter.

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

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

The Promoter assures to hand over possession of the Said Commercial Shop by \_\_\_\_\_, unless there is delay due to "force majeure/ Court orders Government policy/ guidelines, decisions affecting the regular development of the real estate Project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Commercial Shop .

The Allottee(s) 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(s), the entire amount received by the Promoter from the Allottee(s) within ninety days. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession of Said Commercial Shop** - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may be, in respect of Said Commercial Shop shall offer in writing the possession of the Said Commercial Shop within three months from the date of above, 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 approved demarcation-cum-zoning plan provision of services by the colonizer/ part completion certificate in respect of Said Shop development 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 Allottee(s)/ competent authority, as the case may be.

It is hereby agreed that in case the Allottee(s) has obtained funding/ loan from a bank/ financial institution for the Commercial Shop, the Allottee(s) shall, before taking over possession of the Commercial Shop , also furnish a 'no-objection certificate' from its funding bank/ financial institution and any delay in procurement of such "no-objection certificate' shall be on account of the Allottee(s) alone.

**7.3 Failure of Allottee(s) to take Possession of the Said Commercial Shop-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Said Commercial Shop 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 Said Commercial Shop, to the Allottee(s) as per terms and condition of the agreement.

On failure of Allottee(s) to pay the instalment as per schedule given in allotment letter, apart from paying the interest on the delayed amount the possession of the Commercial Shop shall be extended to the extent of period of delay in paying the defaulted amount. In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

**7.4 Possession by the Allottee(s)-** After obtaining the approved Zoning-cum-Demarcation Plan/ provision of the services by the Promoter, duly certifying/ part completion, in respect of a Said Commercial Shop, and handing over the physical possession of the Said Commercial Shop 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 Allottee(s) or the competent authority, as the case may be as provided under Rule 2(1) (f) of Rules, 2017.

**7.5 Cancellation by Allottee(s)-** The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:  
Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project without any fault of the Promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment 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(s) 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(s) shall be returned by the promoter to the



Allottee(s) within ninety days of such cancellation and after receipt/return of all original documents by the Company. For the refund, the Allottee(s) shall, in case of loan obtained for the Commercial Shop, be required to produce a No Objection Certificate from its funding bank/ financial institution, failing which the Promoter shall first pay the amount to the bank/ financial institution of the Allottee(s) and the balance, if any, shall be refunded to the Allottee(s).

- 7.6 Compensation** - The Promoter shall compensate the Allottee(s) 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.

Except for occurrence of a force majeure/ Court orders/ Government policy/ guidelines. decisions, if the promoter fails to complete or is unable to give possession of Said Commercial Shop.

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

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Said Commercial Shop, 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(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the Said Commercial Shop, which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project,
- (iv) All approvals, 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 Said Shop 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, or phases, as the case may be as well as for the Said Shop 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(s) 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 Shop which will, in any manner, affect the rights of Allottee(s) under this Agreement.

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Shop 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 Said Commercial Shop to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Said Land;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of Said Shop has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project

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

9.1 Subject to the "force majeure", Court orders Government policy guidelines, decisions. the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the developed Said Commercial Shop to the Allottee(s) within the time period specified in para 7.1 or fails to complete the Project within the stipulated time declined 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 Shop shall be in a habitable condition is complete in all respects including the provision of all-specifications amenities and facilities, agreed 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 regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above. Allottee(s) is entitled to the following:

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

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Commercial Shop, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice and simultaneous return of all the original documents pertaining to allotment;

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

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands/reminders made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) 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(s) under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Commercial Shop in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) 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(s) 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(s) shall be returned by the promoter to the Allottee(s) 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 For the refund, the Allottee(s) shall have to return the original documents issued by the Promoter in respect of the Said Commercial Shop and further, in case of loan obtained for the Commercial Shop, be required to produce a No Objection Certificate from its funding bank/ financial institution, failing which the Promoter shall first pay the amount to the bank/ financial institution of the Allottee(s) and the balance, if any, shall be refunded to the Allottee(s). Refund, as per the present clause, shall be deemed to be completed on the date on which the Promoter posts the cheque of refund through courier/registered post Provided that, the promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID COMMERCIAL SHOP :**

The promoter on receipt of total price of the Said Commercial Shop as per para 1.2, shall execute a Conveyance Deed preferably within three months but not later than six months from possession and convey the title of the Said Commercial Shop for which possession is granted to the Allottee(s).

Provided that the Said Commercial Shop 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(s) fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the demand letter/ notice, the Allottee(s) 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(s) to the Promoter. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**11. MAINTENANCE OF THE SAID COMMERCIAL SHOP /PROJECT:**

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottee(s) or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the Project, as the case may be. The cost of such maintenance has not been included in the Total Price of the Said Shop.

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

11.2 In the event of the failure by the association of Allottee(s) to take over the maintenance of the Project within a period of 90 days of the date of issuance of Occupation Certificate as mandated under the Haryana Apartment Ownership Act, 1995, the maintenance of the Project shall be governed by the following provisions:

i.) The Allottee(s) shall also sign and execute a separate maintenance agreement at the time of possession, as per the format annexed herewith as Schedule F, with the Promoter or such maintenance agency as may be designated in this regard, for upkeep and maintenance of the common areas, services, facilities and installations within the said Project, more specifically described in the Maintenance Agreement. The said Maintenance Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Said Commercial Shop.

ii.) The Allottee(s) shall pay maintenance charges and maintenance security deposit for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Commercial Shop) in the Project, as determined by the Promoter or its nominated agency and specified in the Maintenance Agreement. Maintenance charges shall become payable from the date mentioned in the letter of offer of possession of the Commercial Shop. The Allottee(s) also agrees to deposit with the Promoter/ nominated agency advance maintenance for a period up to 12 months to facilitate the upkeep and maintenance of various common services and facilities.

iii.) The draft of the Maintenance Agreement as annexed hereto as Schedule - F is to acquaint the Allottee(s) with some of the terms and conditions as may be stipulated in this maintenance agreement as and when it is finally executed. The Allottee(s) hereby confirms that he/she/they consent(s) to the terms and conditions contained in this draft which shall substantially be the same/ similar in the final document to be executed. The Allottee(s) further understands and agrees that the Promoter/ maintenance agency may carry out modifications/ amendments/ changes to this draft in the final document to be executed, in the interest of the overall maintenance of the said Project.

iv.) That as and when any Plant and Machinery within the said Project/Tower, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, any other plant/ equipment of capital nature etc., require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the Allottee(s) in the said Project on pro-rata basis (i.e. in proportion to the area of the Said Commercial Shop to the total area of all the Commercial Shop in the said Project, as

the case may be). The Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc, including its timings or cost thereof and the Allottee(s) agrees to abide by the same.

v.) It is hereby agreed that if the structure of the Tower shall be insured against fire, earthquake, riots and civil commotion and militant acts, by the Promoter or the Maintenance Agency on behalf of the Allottee(s), proportionate cost thereof shall be payable by Allottee(s) separately or as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Commercial Shop or any part of the said Project or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

vi.) The property tax and other taxes/ levies as assessed by the concerned authorities/ bodies, for the Commercial Shop shall be paid by the Allottee(s) directly to such authorities/ bodies and the Allottee(s) shall provide a photocopy of the receipts to the maintenance agency. If such taxes are levied on the said Project as a whole, it shall be proportionately distributed on the basis of the area of the Commercial Shop. Unforeseen costs or expenses shall also be proportionately contributed on area basis. The calculation/ apportionment carried out by the maintenance agency shall be final and binding on the Allottee(s).

vii) In addition to the payment of the Maintenance Charges, the Allottee(s) hereby undertakes and agrees to deposit and keep deposited with the Promoter a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** rate of **Rs. \_\_\_\_\_/-** per Square feet (i.e. **Rs. \_\_\_\_\_/-** Square metre) of the Super Area of the Said Commercial Shop towards Interest Free Maintenance Security ("**IFMS**"). The IFMS Deposit shall be interest free and shall be used by the Promoter towards adjustment of any outstanding dues in case of any delay/ default in making payment of the Maintenance Charges or any other charges by the Allottee(s). In the event any amount from the IFMS is adjusted towards payment of any arrears, the Allottee(s) shall pay the amount adjusted/ deducted there from immediately, such that the amount of the IFMS is always equivalent to the original security amount payable by the Allottee(s). In case of any delay in paying the additional amount, the Allottee(s) shall become liable to pay interest thereon at the specified rate. The Promoter shall deposit the IFMS submitted by the Allottee(s) and other Allottee(s)s of the said Project in a separate bank account and/or Fixed Deposit.

## **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(s) 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 Allottee(s) 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.

## **13. RIGHT TO ENTER THE COMMERCIAL SHOP FOR REPAIRS AND MAINTAINANCE WORKS:**

The Promoter/ maintenance agency/ association of Allottee(s)/ competent authority shall have rights of access of Common Areas, for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/ or maintenance agency/ competent authority to enter into the Said Commercial Shop 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).

**RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES  
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-**

The Allottee(s) hereby agrees to purchase the Commercial Shop on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

**14. USAGE: Use of Basement and Service Areas:**

The service areas, if any, as located within the Project, shall be earmarked for purposes such as 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 in any manner whatsoever, and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s), maintenance agencies/ competent authority for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SHOP:**

- 15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Commercial Shop at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Commercial Shop, common passages, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Commercial Shop and keep the Said Commercial Shop sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition
- 15.2 The Allottee(s) / Association of Allottee(s) 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 facade of the Building or anywhere on the exterior of the Project/ buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s)/ Association of Allottee(s) shall not store any hazardous or combustible goods in the Said Commercial Shop or place any heavy material in the common passages or staircase of the building. The Promoter Allottee(s)/ association of Allottee(s) shall ensure that they will not create any hindrance by way of locking, blocking, or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee(s)/ Association of Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Commercial Shop.

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

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Said Commercial Shop 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(s) who has taken or agreed to take such Commercial Shop.

**19. LIST OF COMPLIANCES BY THE PROMOTER:**

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

Details of approvals/ compliances to be provided-

- (A) \_\_\_\_\_
- (B) \_\_\_\_\_
- (C) \_\_\_\_\_
- (D) \_\_\_\_\_
- (E) \_\_\_\_\_

**20. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s). Secondly, the Allottee(s) and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and 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(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee(s), application of

the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving an fair opportunity to the Allottee(s) to get this agreement executed, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of booking amount.

**21. ENTIRE AGREEMENT:**

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

**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 Said Commercial Shop and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Said Commercial Shop in case of a transfer, as the said obligations go along with the Said Commercial Shop for all intents and purposes

It is specifically clarified between the Promoter and the Allottee(s) that the Said Commercial Shop being allotted herein by way of this Agreement is transferable in nature by the Allottee(s) and the allotment that may be made by the Promoter shall be assigned, transferred, nominated or conveyed by the Allottee(s) with prior written consent of the Promoter which consent may be given or denied by the Promoter and shall always be subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Promoter may impose from time to time in this regard. Administrative charges calculated at the rate of Rs.\_\_\_\_/- (\_\_\_\_) per square feet (i.e. Rs. \_\_\_\_/- per square meter) plus taxes, as applicable, of the total super area shall be levied by the Promoter for such transfer of allotment of the Said Commercial Shop by the Allottee(s).

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

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 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 Regulation Rules and 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(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area of the Said Commercial Shop bears to the total area of Commercial Shop 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

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

**29. NOTICES**

All notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Courier/Registered Post at their respective addresses specified below:

(Name of Allottee(s))

(Allottee(s) Address)

**Email :**

Promoter name and address:

**SPJ Properties Private Limited**

UGF – 6 Antriksh Bhawan 22, K.G. Marg,

New Delhi – 110001

Email Id : [spjpro03@gmail.com](mailto:spjpro03@gmail.com)

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

**30. JOINT ALLOTTEE(S):**

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

The Allottee(s) declare and affirm that, in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both all and the joint Allottee(s) shall be treated as one single person for the purpose of this Agreement and both all shall be liable for the consequences jointly as well as severally.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the unit COMMERCIAL SHOP , prior to the execution and registration of this Agreement for Sale for such COMMERCIAL SHOP , shall not be construed to limit the rights and interests of the Allottee(s) 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 regulation thereunder, including other applicable Laws prevalent in the State for the time being in force.

**33. DISPUTE RESOLUTION:**

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

**34. MISCELLANEOUS PROVISIONS**

For any refund under this Agreement. Allottee(s) shall have to return all the original documents received by him from the Promoter and has to produce No Objection Certificate from the Broker/Bank; and in case of loan obtained by the Allottee(s) for the Commercial Shop, the Allottee(s) shall also produce a No Objection Certificate from its funding bank/ financial institution and the refund shall be subject to Tripartite/any other Agreement signed with the funding institution. Timeline for the refund shall start from the day the Allottee(s) deposits the documents mentioned in this clause, (ii) The Allottee(s) agrees that in case of non-availability of materials mentioned

in the specification sheet, the Promoter will be entitled to use equivalent alternative/substitute materials subject to the provisions of the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee(s): (including joint buyers)

(1) Signature

Name

Address

Please Affix  
photograph  
and sign  
across the

**Executed at Gurugram, Haryana on\_\_\_\_\_**

(2) Signature

the

Name

Address-

Please Affix  
photograph  
and sign  
across the

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter.

1) Signature (Authorised Signatory)

Name

Address

Please Affix  
photograph  
and sign  
across the

At \_\_\_\_\_ On \_\_\_\_\_ in the presence of:

SCHEDULE A- PLEASE INSERT DESCRIPTION OF THE COMMERCIAL SHOP UNIT  
COMMERCIAL SHOP FOR COMMERCIAL INDUSTRIAL IT COLONY ANY OTHER  
USAGE

SCHEDULE B- FLOOR SITE PLAN OF THE UNIT /COMMERCIAL SHOP

SCHEDULE C- PAYMENTPLAN

SCHEDULE D-SPECIFICATIONS, AMENITIES: FACILITIES (WHICH ARE PART OF  
THE COMMERCIAL SHOP UNIT COMMERCIAL SHOP FOR, COMMERCIAL,  
INDUSTRIAL, IT COLONY/ANY OTHER USAGE)

SCHEDULE E-SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF  
THE PROJECT)

SCHEDULE F- COMMON AREA