

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed at Gurugram on this _____ (Date) day of _____ (Month), 20____.

By and Between

CROWN PROPBUILD PRIVATE LIMITED (CIN No. U70200DL2011PTC219789), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 109, Ring Road Mall, Plot No. 21, Mangalam Place, Sector - 3, Rohini, Delhi - 110 085 and its corporate office at 501, 5th Floor, Time Tower, M.G. Road, Gurugram - 122 001, Haryana (PAN - AAEECC5629G), represented by its authorized signatory Mr. _____ (Aadhar no. _____) S/o Shri _____ duly 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 successor-in-interest and permitted assigns).

AND

[If the Allottee is an individual]

Mr./Mrs./Ms. _____ (Aadhar no. _____)
S/D/W/o _____, aged about _____, residing at _____

(PAN _____),
PH. _____

[* TO BE FILLED UP IN CASE OF JOINT PURCHASERS]

*[Second Allottee]

Mr./Mrs./Ms. _____ (Aadhar no. _____)
S/D/W/o _____, aged about _____, residing at _____

(PAN _____),
PH. _____

*[Third Allottee]

Mr./Mrs./Ms. _____ (Aadhar no. _____)
S/D/W/o _____, aged about _____, residing at _____

(PAN _____), PH. _____

Hereinafter singly/ jointly, as the case may be, called the "Allottee (s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

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

M/s _____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, 1956 or 2013 as the case may be, having its registered office at _____

(PAN _____), represented by its duly authorized signatory Mr./Mrs./Ms. _____, (Aadhar No. _____) S/W/D/o _____ vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

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

M/s _____ (LLP), (LLPIN No. _____) a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at _____

(PAN _____), represented by its duly authorized partner Mr./Mrs./Ms. _____, (Aadhar No. _____) S/W/D/o _____ authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

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

M/s _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____

(PAN _____), represented by its authorized partner Mr./Mrs./Ms. _____, (Aadhar No. _____) duly authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

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

M/s _____ through its Karta Mr. _____, (Aadhar no. _____) S/o _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____

(PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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[OR]

****[If the Allottee is a Sole Proprietorship]**

M/s _____, a Sole Proprietorship Concern
of Mr./Mrs./Ms. _____ S/D/W/o _____ R/o of _____

(PAN _____), (Aadhar No. _____) PH No. _____ hereinafter
referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to
mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

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

(DELETE WHICHEVER IS NOT APPLICABLE)**

DEFINITIONS AND INTERPRETATIONS:

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

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

"Agreement" means this Agreement for Sale.

"Allottee" shall have the meaning as ascribed to such expression in the preamble.

"Application" shall mean the application made by the Allottee to the Promoter for allotment of Said Unit.

"Carpet Area/ Unit Area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls and Columns of the Unit.

Explanation- For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee;

"Covered Area" The Covered Area of the Said Unit shall mean entire area enclosed by its periphery walls including area under the walls, columns, etc. and half the area of common walls with other premises/Unit, which form integral part of Said Unit.

"Common Area" Common areas shall mean all such parts/areas in the said building which the Allottee shall use by sharing with other occupants of the said building including common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, air conditioning shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, maintenance offices/ stores, security/ fire control rooms, electrical sub-station, DG set room, and architectural features, etc., if provided.

"Conveyance Deed/ Sale Deed" means the deed of conveyance conveying the Said Unit in favour of the Allottee.

"EDC/ IDC" means the External Development Charges and Infrastructure Development Charges levied or leviable in the Said Building/ Said Commercial Colony/ Said Land (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

"Force Majeure" means any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to:

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- (a) Acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- (b) Explosions or accidents, air crashes and shipwrecks;
- (c) Strikes or lock outs, Industrial Dispute;
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- (e) War and hostilities of war, riots or civil commotion;
- (f) Non-receipt of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the Commencement Certificate, Intimation of Disapproval, Occupation Certificate, Completion Certificate and/or any other Certificate as may be required;
- (g) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (h) Any event or circumstances analogous to the foregoing.

"Government" means the Government of the State of Haryana.

"Limited Common Areas and Facilities" shall mean those common areas and facilities which are designated by the Promoter and reserved for use of respective Block(s)/Unit(s) to the exclusion of the other Block(s)/Unit(s) as detailed in Clause 1.11.

"Maintenance Agency" means the agency/ body/ Company to whom the maintenance of the Said Commercial Colony/the Said Building is handed over by the Promoter/Association for its Maintenance.

"Maintenance Charges" means the Charges as prescribed by the Promoter/Association or its nominated Maintenance Agency to be charged from each Allottee towards Maintenance of the Common Area and Common Amenities/ Utilities in the said Commercial colony/ building.

"Maintenance Agreement" means the maintenance agreement to be executed between the Maintenance Agency and the Allottee for the due maintenance of the said Commercial colony/ building.

"Non-Refundable Amounts" includes Earnest Money, interest on delayed payment, due or payable, including any brokerage or incentive paid, if any, GST etc..

"Permissible Common Area" Shall mean those common area and facilities other than Limited Common Areas and Facilities which are designated by the promoter for use of all the Occupant/Allottee(s) of the Building/Project.

"Promoter" shall have the meaning as ascribed to such expression in the preamble.

"Rules" means the Haryana Real Estate (Regulation and Development) Rules, 2017.

"Said Premises/ Said Unit" means the Unit for Commercial Usage, as allotted to the Allottee in the Said Commercial colony/ Building.

"Said Commercial colony/ Said Building/ Said Project" means the Sapphire Ninety/ Sapphire 90 being constructed on the said land in which the Said Unit is located as stated above.

"Section" means a section of the Act.

Any reference in this Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.

The terms "herein", "hereto", "hereunder", "hereof" or "thereof" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires.

Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

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Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

The schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

WHEREAS

A. The Promoter is the absolute and lawful owner of the land bearing Rect. No.4 Killa No. 2/2 (4-8-0), Rect. No. 4 Killa No 8 (8-0-0), Rect. No. 4 Killa No 9 (8-0-0), Rect. No. 4 Killa No. 13/1(3-11-0), Rect. No.4 Killa No. 13/2/1/1(3-7-0), Rect. No. 4 Killa No. 13/2/2/1/1(0-9-0), Rect. No. 4 Killa No. 14/2/1/1/1 (3-3-0), Rect. No. 4 Killa No. 14/2/1/2/1 (0-7-0), Rect. No. 4 Killa No. 18/1/1/2 (0-3-0) & Rect. No. 4 Killa No. 18/1/2/1 (0-7-0) measuring 31 kanals 15 marlas (3.96875 acres) situated in revenue estate of Village Nawada Fatehpur, Sector-90, Tehsil and District Gurugram vide sale deed(s) in the office of Sub-Registrar, Manesar as Follows:-

- (i) Reg. No. 2994 Dated 15-02-2012 , Book No.1, Jild No. 118 on page no.185 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 73-74;
- (ii) Reg. No. 2995 Dated 15-02-2012 , Book No.1, Jild No. 118 on page no.185 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 71-72;
- (iii) Reg. No. 2996 Dated 15-02-2012, Book No.1, Jild No. 118 on page no.183 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 59-60.
- (iv) Reg. No. 2997 Dated 15-02-2012 , Book No.1, Jild No. 118 on page no.183 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 61-62;
- (v) Reg. No. 2998 Dated 15-02-2012 , Book No.1, Jild No. 118 on page no.184 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 65-66;
- (vi) Reg. No. 2999 Dated 15-02-2012 , Book No.1, Jild No. 118 on page no.184 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 67-68;
- (vii) Reg. No. 3000 Dated 15-02-2012 , Book No.1, Jild No. 118 on page no.184 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 63-64;
- (viii) Reg. No. 3001 Dated 15-02-2012 , Book No.1, Jild No. 118 on page no.184 and a copy affixed on Addl. Book No.1, Jild No. 64, on pages 69-70;

B. The Director General, Town and Country Planning, Haryana has granted the approval/ sanction to develop the Project of a commercial colony on the land bearing Rect. No.4 Killa No.2/2 (4-8), Rect. No. 4 Killa No 8 (8-0), Rect. No. 4 Killa No. 9(8-0) Rect. No. 4 Killa No. 13/1(3-11), Rect. No.4 Killa No. 13/2/1/1(3-7), Rect. No. 4 Killa No. 13/2/2/1/1(0-9), Rect. No. 4 Killa No. 14/2/1/1/1 min(2-9.5), Rect. No. 4 Killa No. 18/1/1/2 (0-3) & Rect. No. 4 Killa No. 18/1/2/1 (0-7) measuring 30 kanals 14.5 marlas i.e. 3.840625 Acres out of the aforesaid total land (hereinafter called the said Land) vide approval dated 28.06.2013 bearing license/ sanction no. 53 of 2013; and subsequently the Chief Town Planner, Haryana had proceeded to sanction the building plans for development of a commercial colony over the aforesaid land vide memo No. ZP-911/ AD (RA)/ 2014/ 1978 dated 23.01.2014 and vide memo No. ZP-911/ AD (RA)/ 2017/ 4685 dated 10.03.2017.

C. The Promoter has obtained approval on the demarcation and zoning plan for the Project, from Director General, Town and Country Planning, Haryana, Chandigarh vide memo No. LC-2676-JE(VA)-2013/44783 dated 03.07.2013. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;

D. The said Land is earmarked for the purpose of development of Commercial Colony being developed in the name and style of "SAPPHIRE NINETY/ SAPPHIRE-90 situated at Sector-90, Gurugram Haryana (hereinafter referred to as the "said Project/ Building") on the said Land. It is further confirmed by the Promoter and agreed by the

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Allottee that said Project/ Building consists of three blocks i.e. (i) Shopping Block; (ii) Cinema cum Retail Block and (iii) Hotel Block on the said Plot of land on the basis of approved drawings and subject to the terms and conditions and limitations as prescribed by the Director General, Town and Country Planning, Haryana. The term Shopping block means and consists of area on the Ground Floor and First Floor of the said Project/ building, Cinema cum Retail Block means and consists of the area on the Second Floor, Third Floor and Fourth Floor of the said Project/ building and Hotel Block means and consists of area situated on the Ground Floor (Lobby), Fifth floor onwards upto the top floor of the said Project/ building. It is further confirmed by the Promoter and agreed by the Allottee that though the Shopping Block, Cinema cum Retail Block and Hotel Block are within the same plot of land, it shall be treated as separate portions for all intent and purposes.

- E. 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;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority under registration no. 05 of 2018 dated 01.01.2018 as issued by the Authority vide memo no. HRERA-165/2018/28 dated 01.01.2018;
- G. The Allottee had applied/ requested for allotment of Commercial Unit vide application dated _____ and has been allotted the Commercial Unit no. _____ having carpet area admeasuring approximately _____ Sq. Ft. (_____ Sq. Mtrs. approx.) equivalent to Covered area approximately _____ Sq. Ft. (_____ Sq. Mtrs. approx.) on _____ Floor in _____ Block in the said Project/Building i.e. "SAPPHIRE NINETY / SAPPHIRE 90" (hereinafter referred to as the "Said Premises/ Said Unit" more particularly described in Schedule A and the floor plan of the Unit is annexed hereto and marked as Schedule B) for commercial purposes only and right to use the permissible Common Areas for ingress/ egress only on terms and conditions as stipulated hereinafter;
- H. The Parties have gone through all the terms and conditions of this Agreement and understood their mutual rights and obligations detailed herein,
- I. The Parties hereby agrees that the Promoter shall have the right to effect suitable and necessary alterations in the Building/plans as permissible under law.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules and 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 Allottee(s) hereby agrees to purchase the Said Unit for Commercial usage as specified in para G.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Unit for Commercial usage as specified in Para G.

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1.2 The Total Price for the built up Unit for Commercial usage based on the carpet area is ₹ _____

(Rupees _____ only) ("Total Price"):

PARTICULARS	DETAILS
Block Name.	
Unit no.	
Floor	
Carpet Area (Sq. Ft. / Sq. Mtrs.)	
Covered Area (Sq. Ft. / Sq. Mtrs.)	
Payment Plan Opted	As Per "Schedule C"
Nature of Unit	<input type="checkbox"/> Shop <input type="checkbox"/> Multiplex <input type="checkbox"/> Restaurant <input type="checkbox"/> Food Court <input type="checkbox"/> Kiosk <input type="checkbox"/> Hotel <input type="checkbox"/> Other
Total Sale Price (in rupees)	₹ (Rupees)

Explanation:

(i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Unit for Commercial usage:

(ii) The Total Price as mentioned above excludes all 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 Unit for Commercial usage 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 Price of Unit for Commercial usage includes cost of development/ construction of the Unit, infrastructure development charges, internal development charges, infrastructure augmentation charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (upto the date of offer of possession) as per para 11 etc. and includes cost for providing common facilities, amenities and specifications to be provided in relation to the said Unit for Commercial usage in the Project.

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- (v) In addition to the Total Price as above, the Allottee hereby undertakes and agrees to pay the following:
- a) Maintenance Charges towards Common Areas maintenance at the rate as may be specified by the Promoter/ Association/ Maintenance Agency as the case may be from time to time.
 - b) Interest free Maintenance Security Deposit (IFMSD) as per the rates prescribed by the Promoter/ Association/ Maintenance Agency as the case may be.
 - c) Sinking Fund towards replacement, refurbishment, upgradation, additions etc. of any plant & machinery within the said building, including but not limited to lifts, escalators, fire-fighting equipment's, electric sub-stations, pumps, any other plant/ equipment of capital nature etc..
 - d) Electricity Security towards electricity load assigned in relation to the said Unit.
 - e) Stamp duty, Registration and other incidental charges for execution and registration of the Conveyance Deed in relation to the said Unit in favour of the Allottee(s).
 - f) Entrance Fee, formation charges, subscription charges, regular periodical charges, etc. as may be defined or levied for the Allottee(s), for becoming a member of the society/association as may be formed in terms of the Haryana Apartment Ownership Act, 1983.
 - g) Municipal Tax/Property Tax, etc. by whatever name called, on demand by the Promoter or the statutory authorities, as the case may be.
 - h) That the Total Price for the said Unit is calculated on the basis of Unit Carpet Area above and subject to consequential changes in the rate of taxes, imposition of new taxes, fees, levies, etc. by the Government of India or Government of the State of Haryana or any statutory body(s) there under or Municipal Corporation, etc. The statement of account of the apportionment of such additional taxes/charges to each unit at the said Project/Building shall be prepared by the Promoter and shall be conclusive, final and binding on the Allottee(s).
 - i) The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/- as may be applicable, the Allottee has to deduct the 1% TDS as would be informed by the Promoters at the time of actual payment or credit of such sum to the account of M/s Crown Propbuild Private Limited, and within 30 days of such deduction the Allottee shall submit the original TDS certificate to M/s Crown Propbuild Private Limited which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoters then the amount of TDS shall be considered as receivable from the Allottee and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the unit except as per the approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as it may deem necessary, 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.

- 1.6 The Promoter shall confirm the final 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/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 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 C. All these monetary adjustments shall be made at the same rate per square feet as arrived in para 1.2 of this Agreement.
- 1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit for Commercial usage as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Unit for Commercial usage;
 - (ii) The Allottee shall also have a right to use the permissive Common Areas as defined herein. 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;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit for Commercial usage.
- 1.8 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including cost of the construction of the said unit, GST, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges (upto the date of offer for possession), 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 said Unit). 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 in relation to the said Unit before transferring the said Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the said unit, 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 therefore by such authority or person.
- 1.9 The Allottee has paid a sum of _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Unit for Commercial usage 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 Unit for Commercial usage as prescribed in the Payment Plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein:
- Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.
- 1.10 It is further agreed by the Allottee(s) that the Super Area, wherever mentioned in relation to the said Unit, is for the purpose of calculation of common area maintenance charges, property tax, house tax, insurance or any other levy or expenses.
- 1.11 Limited Common Areas and Facilities like Parking, Storages and area for services or any other area/facilities exclusively earmarked for a particular Block(s)/Unit(s) by the Promoter shall be for the use and enjoyment of Occupant/Allottee of that Block(s)/Unit(s) to the exclusion of other Occupant/Allottee(s) of other Block(s)/Unit(s).

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule C) through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of 'M/S CROWN PROPBUILD PRIVATE LIMITED' payable at GURUGRAM/ NEW DELHI.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

Time is of essence for the Promoter as well as for the Allottee. 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 Unit for Commercial usage to the Allottee(s) and the common areas to the Association of Allottee(s) or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment as provided in Schedule C ("Payment Plan") and other dues payable by him/her and shall comply with other Allottee obligation as mentioned in this Agreement. The Allottee cannot hold the Promoter responsible for delay in completion of the project if the Allottee himself has been in default in making timely payments as per the agreed payment plan per Schedule C to this agreement.

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 Unit for Commercial usage 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 Promoters.

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 Director General, Town and Country Planning, 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 there under 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 UNIT FOR COMMERCIAL USAGE:

- 7.1 **Schedule for possession of the said Unit for Commercial usage** - Subject to timely payment of amounts due by the Allottee to the Promoter as per agreed payment plan/schedule, as given in Schedule C of the agreement. The Promoter agrees and understands that timely delivery of possession of the Unit for Commercial usage to the Allottee(s) and the permissive common areas to the Association of Allottee(s) or the competent authority, as the case may be, is the essence of the Agreement.

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The Promoter assures to hand over possession of the Unit for Commercial usage as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 less earnest money agreed as 10% of Total Sale Price, where the construction raised is upto an extent of 50% of the construction of the said unit, or 25% of the Total Sale Price where the construction raised is over 50% of the construction of the said unit alongwith deduction of non-refundable amounts like interest on delayed payments, brokerage paid/ payable, GST etc, within ninety days from the date of such termination. 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. of any nature whatsoever against the Promoter in relation to the said Unit and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is further understood and agreed by the Allottee that the provisions of services/ amenities of external roads, storm water drainage and power supply from substation set-up by state appointed Utility, shall be responsibility of the concerned state authority over which the Promoter has no control.

- 7.2 Procedure for taking possession of built-up Unit-** The Promoter, upon obtaining the occupation certificate or part thereof in respect of Commercial Colony for commercial usage shall offer in writing the possession of the unit within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement within 30 days of issue of the notice as aforesaid, subject to such Allottee having complied with all the terms and conditions of this Agreement including payment of the Total Sale Price as per demands raised by the Promoter in terms of this Agreement.

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

The Allottee(s) further confirms and undertakes that, it shall bring to the notice of the Promoter any deficiency in relation to the workmanship/ quality or services provided by the Promoter in the Said Unit as mentioned in the Schedule D, within a period of 15 (fifteen) days from the date of taking possession of the Said Unit. The Allottee(s) understands that due to the changes made by the Allottee(s) in the Said Unit, the Promoter will not be in a position to carry out any rectification work, unless the same is brought to the notice of the Promoter in the aforesaid period. The Said Unit shall be sold to the Allottee as per the agreed specifications as mentioned in Schedule D and there shall be no obligation, whatsoever on the part of the Promoter to repair, renovate, improvise or to do anything concerning the Said Unit, in any manner.

- 7.3 Failure of Allottee to take Possession of Unit for Commercial usage -** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall pay the balance due payment towards total price under this agreement and other charges/ dues etc. as may be demanded by the Promoter and shall take possession of the Unit for Commercial usage from the Promoter by executing necessary indemnities, undertakings, maintenance agreement and such other necessary documentation within the abovementioned period of three months as mentioned in para 7.2 herein, and the Promoter shall give possession of the 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 herein. It is further clarified that during the aforesaid period of delay, the unit shall remain at the risk of the Allottee and any damage to it for any reason shall be to the account of the Allottee.

Notwithstanding anything mentioned elsewhere in the present agreement, it is agreed by the Allottee that upon receiving the intimation as aforesaid in clause 7.2 above, he/she shall, within the time stipulated by the Promoter, take over the possession of the unit by paying the balance due payment towards total price under this agreement and other charges/ dues etc. as may be demanded by the Promoter within the abovementioned period and by executing necessary indemnities, undertakings, maintenance agreement and/ or such other documentation as the Promoter may prescribe. In the event of the Allottee(s) failure to take over possession as aforesaid within 30 days from the date of written intimation by the Promoter offering possession, the Allottee shall be liable to pay to the Promoter holding charges @ Rs.20/- per sq. ft.(Rs.215/- per sq. mtrs.) of the carpet area per month with effect from the date of expiry of the intimation for possession along with the applicable maintenance charges for such

period and applicable taxes thereupon in respect of both the holding and Maintenance charges. Holding charges as mentioned above shall be a distinct charge not related to (and in addition to) maintenance or any other charges as provided in this Agreement. During the aforesaid period of delay, the unit shall remain at the risk of the Allottee and any damage to it for any reason shall be to the account of the Allottee.

- 7.4 Possession by the Allottee** - After obtaining the occupation certificate in respect of Commercial colony or approved Zoning-cum-Demarcation Plan/ provision of the services by the Promoter, duly certifying/ part completion, in respect of a Commercial colony, as the case may be and handing over the physical possession of the Unit for Commercial usage to the Allottee(s), the Promoter shall hand over the necessary documents and plans, and details of the permissive common areas to the Association of Allottee(s) or the competent authority, as the case may be.

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

Provided that where the Allottee proposes to cancel/ withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the earnest money agreed as 10% of Total Sale Price, where the construction raised is upto an extent of 50% of the construction of the said Unit, or 25% of the Total Sale Price where the construction raised is over 50% of the construction of the said Unit alongwith non-refundable amounts like brokerage paid/payable etc. and interest component on delayed payment, GST (payable by the Allottee for breach of agreement and nonpayment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation.

- 7.6 Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to 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 the Unit for Commercial usage;

- (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 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 Unit for Commercial usage, with interest at the rate prescribed in the Rules 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 Unit for Commercial usage, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND ALLOTTEE:

- A.** 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) That presently the Promoter has availed construction loan by way of mortgaging the said 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 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 Unit for Commercial usage and for common areas;

- (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 Unit for Commercial usage 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 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 Unit for Commercial usage to the Allottee(s), permissive common areas to the Association of Allottee(s) or the competent authority, as the case may be;
- (ix) The Said Unit 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 unit;
- (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 permissive common areas as provided herein in this Agreement;
- (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.

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

- (i) The Allottee has agreed to the terms and conditions set out herein for allotment of the above said Unit.
- (ii) The Allottee has demanded from the Promoter and the Promoter has allowed the Allottee, an inspection of the said land, location plan, site plan, building plans, ownership record of the said land and all other documents relating to the title, competency and all other relevant details and is fully satisfied in all respects with regard to the right, title and interest of the Promoter in the said Land on which the Said Commercial Colony/ Said Building is being constructed and has understood all the limitations and obligations of the Promoter in respect thereof. The Allottee has agreed that there shall be no further investigations or objections by the Allottee in this regard and further that the Allottee is fully satisfied of the competency of the Promoter to enter into this Agreement.
- (iii) The Allottee acknowledges that the Promoter has readily provided all the information and clarifications as required by the Allottee and the Allottee has not relied upon and is not influenced by any architect's plans, sale brochures/ plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Commercial Colony/ Said Building or the Said Unit or the size or dimensions of the Said Unit or any other physical characteristics thereof, the services to be provided, the estimated facilities / amenities to be made available or any other data/details except as specifically represented in this Agreement and that the Allottee has relied solely on the Allottee(s) own judgment and investigation in deciding to enter into this Agreement and to purchase the Said Unit. No oral or written representations or statements shall be considered to be a part of this Agreement and that this Agreement is self-contained and complete in itself in all respects.
- (iv) The Allottee has confirmed to the Promoter that the Allottee is entering into this Agreement with full knowledge of all applicable laws, rules, regulations, notifications in relation to the Said Land/ Said Commercial Colony/ Said Building in particular and the terms and conditions contained in this Agreement and that the Allottee has clearly understood the Allottee(s) rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- (v) The Promoter relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, has accepted in good faith the Allottee(s) Application to allot the Said Unit.
- (vi) The Allottee undertakes that it shall neither divide/ sub-divide the unit agreed to allot to him/ her through this Agreement either for the purpose of his business or for the purpose of lease/ resale/ transfer at any time even after the execution of the Conveyance deed/ Sale deed in favour of the Allottee. The Units allotted/ sold to him/

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her through this agreement shall, for all purposes, be treated as single Unit only i.e. the Allottee cannot make any partition or divide the Unit(s) for making the portion of the units under different ownership/ occupancy. The Allottee further undertakes that the property transferred under this agreement shall be sold or transferred or licensed/leased, in any manner, as single unit only. Similarly the Allottee(s) shall not merge/ amalgamate/ consolidate two or more unit without prior written approval of the Promoter/Association as the case may be.

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 Unit for Commercial usage 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 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 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/ she 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 Unit for Commercial usage, 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) Failure to execute any other deed/ document/ Undertakings/ indemnities etc. or to perform any other Obligation, if any, set forth in any other agreement with the Promoter and/ or its nominated agency in relation to the Said Unit.
- (iii) Failure to execute the conveyance deed and other Agreement and to make payments/ charges/ deposits/ dues etc. within the time stipulated by the Promoter in its notice.
- (iv) Dishonor of any cheque(s) given by Allottee for any reason whatsoever.
- (v) 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 Unit for Commercial usage in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the earnest money agreed as 10% of Total Sale Price, where the construction raised is upto an extent of 50% of the construction of the said Unit, or 25% of the Total Sale Price where the construction raised is over 50% of the construction of the said Unit alongwith non-refundable amounts like brokerage paid/payable etc. and interest component on delayed payment alongwith GST (payable by the Allottee for breach of agreement and nonpayment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of total price of Unit alongwith other dues/ charges/ taxes/ levies etc. for Commercial usage, 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 unit is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions as per this Agreement. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges and 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.

In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee shall alone be liable to pay any increase in stamp duty, Registration charges and other like charges before the execution of the conveyance deed.

In case the Allottee has taken any loan from any bank/ financial institution for the Unit, the original transfer documents including the conveyance deed shall be directly handed over by the Promoters to the lending institution, if so required by them.

Provided further that in order to facilitate the process of registration/execution of Conveyance Deed, before the office of Sub Registrar of Assurance, the Allottee agrees to pay to the Promoter the administrative charges, along with applicable GST towards the services rendered by the Promoter, as per Promoter's policy and applicable Stamp duty, Registration Fees and other legal fee.

11. MAINTENANCE OF THE SAID BUILDING / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project, at the cost of the Allottee(s), till the taking over of the maintenance of the project by the Association 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 Allottee further undertakes to execute separate Maintenance Service agreement with the Promoter/ Association / Maintenance Agency as the case may be. Such Maintenance Agency shall be appointed by the Promoter/Association of Allottee(s). The Allottee herein confirms that he/she has seen the Clauses/Terms of the draft "Maintenance Agreement" (to be executed at the time of handing over the possession) and for which the Allottee shall have no objections.

In case, the Allottee/ 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 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.

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 UNIT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ maintenance agency/ Association of Allottee(s)/ competent authority shall have rights of access of the permissible Common Areas, parking spaces 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 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 said "Sapphire Ninety" (SAPPHIRE 90), 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, service rooms, firefighting pumps and equipment's, stores, Maintenance Agency Office, etc., and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the

same shall be reserved for use by the Promoter/ Association of Allottee(s) formed by the Allottee(s), maintenance agencies/ competent authority for rendering maintenance services.

Usage of Terrace: The Promoter hereby confirms and Allottee(s) agrees that Promoter shall have exclusive right on the terrace of the said building. The Allottee further agrees that the Promoter shall have exclusive right to give on lease or hire any part of the terraces for installation of Antenna, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease/ license the same for advertisement purposes or for any other purposes as the Promoter in its sole discretion thinks fit and the Allottee(s) agrees that he/she obligate shall not object to the same and shall not make any claims on this account.

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 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 in the Unit for Commercial usage, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions/ alterations to the Unit for Commercial usage and keep the Unit for Commercial usage, 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 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 face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of Allottee(s) shall not store any hazardous or combustible goods in the Unit for Commercial Colony usage or place any heavy material in the common passages or staircase of the Building. The Allottee(s)/ Association of Allottee(s) 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 permissive common areas which otherwise are available for free access. The Allottee/ Association of Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Unit for Commercial usage.

15.3 The Allottee/ 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) and/or maintenance agency appointed by Promoter/Association of Allottee(s)/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 That in view of the importance of signage's for a successful commercial development, the Allottee has specifically agreed and understood that the Promoter shall have absolute right on the signage space inside/ outside/near, within or on the facade of the said Building/said plot. The Promoter shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Building/said plot. The Promoter may issue such guidelines/ directions including but not limited to colour scheme, style and manner of the signage, proper maintenance and upkeep of the said building. Neither the Allottee nor the occupier of his/its/their Property shall put up any name or signboard, publicity or advertisement material outside his/her/its said Property or anywhere in the common areas. Allottee shall install the signage inside the said Property as per building signage norms. If the placement of the signage requires any permission from the Municipal Authorities or from any other Governmental/ Statutory Body, or it requires any charges/ taxes to be paid to Municipal Authorities or to any other Government/ Statutory Body, then such permission/ charges/ taxes/ License fees shall be solely taken/ paid by the Allottee and the Allottee shall keep the Promoter indemnified, secured and harmless against all costs consequences and all damages, arising on account of non-compliance with the said requirements. The Promoter shall have right to give on hire/ lease or rent any signage space in the building to any person to which Allottee shall not have any objection. The proceeds of such hire/lease/rent shall be retained by the Promoter to which Allottee shall have no objection.

15.5 That the Allottee(s) shall carry out all the maintenance and interiors of the Unit as well as the interior of the Unit shall be the responsibility of the Allottee(s) and the Promoter, shall not in any case be held liable for any damage or loss incurred on account of any neglect or omission or commission of the Allottee(s) in this regard.

15.6 That the Allottee(s) shall at his own cost keep the said unit in good and tenantable condition, and repair and maintain the same properly. He/ She shall also keep the inside of the Unit in a neat clean and tidy condition. He/ she will ensure that all dirt, refuse and waste is properly transported out in covered cans/bags and as per the rules framed by the Maintenance Agency.

15.7 The Allottee shall not use the said unit for activities such as operating denting and painting shop, auto repair shop, meat shop, liquor/wine shop, charcoal/ wooden/ fire tandoor etc. or for as Manufacturing unit or any other machinery work (whether manual or automatic).

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

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

Maintenance Agency/ Association of Allottee(s) shall be liable and responsible for applying or obtaining renewal of Fire NOC, LIFT NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the Said Project/Whole Project in future after handing over of common areas in favour of Maintenance Agency/Association of Allottee(s). The Allottee and Allottee(s) of other units and/or Association of Allottee(s) without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals shall not cast any liability on the Promoter.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has 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 in terms of guidelines/ permissions/ directions or sanctions by competent authority.

18. MORTGAGE OR CREATE A CHARGE:

18.1

- (a) The Allottee hereby agrees, authorizes and permits the Promoter to raise financial loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by creating charge/ mortgage of the Building/ Commercial colony/ said Land/ Portion of said Land subject to the condition that the Promoter shall get the Unit of Allottee free from all encumbrances at the time of handing over of possession and execution of conveyance deed. The Promoter/ Financial Institution/ Bank shall always have the first charge on the Unit/ building/ said land/ portion of said land for all their dues and other sums receivables in respect of any loan granted to the Promoter for the purpose of the construction of the Commercial Colony.
- (b) The Allottee may obtain finance from any financial institution / bank or any other source but the Allottee(s) obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not has been able to obtain financing for the purchase of the said Unit. In the event Allottee obtains finance from any financial institution/ bank or any other source, the Allottee shall make timely and regular payment of loan installments to such financial institution/ bank. In case of cancellation of allotment of the Unit on any account any amount which becomes refundable under the terms and conditions of this Agreement after the forfeiture of Earnest Money Deposit and other amounts as aforesaid would be refunded to the concerned financial institution/ bank of the Allottee towards repayment of his loan in relation to the said allotment. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Promoter.

18.2 The Allottee further agrees that the Promoter shall have the first charge/ lien on the said Unit for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be called for by the Promoter from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Promoter will be entitled to enforce the charge / lien by selling the said Unit to recover and receive the outstanding dues out of the sale-proceeds thereof.

19. HARYANA APARTMENT OWNERSHIP ACT, 1983

The Allottee has booked the unit after being fully satisfied that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State and after having examined all information and details of the project made available to him/her to his full satisfaction.

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, 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.

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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, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the amount deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever after deducting booking amount/ earnest money agreed as 10% of Total Sale Price, where the construction raised is upto an extent of 50% of the construction of the said Unit or 25% of the Total Sale Price where the construction raised is over 50% of the construction of the said Unit alongwith non-refundable amounts like brokerage paid/payable etc.

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 Unit for Commercial usage.

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

Provided that this Agreement or any interest of Allottee under this Agreement and or interest arising there from, shall not be assigned by the Allottee without prior written consent of the Promoter, which consent shall not be unreasonably withheld by the Promoter, subject to applicable laws and relevant notifications or any governmental directions as may be in force and further subject to the terms & conditions of the present Agreement and payment of administrative charges as fixed by the Promoter time to time along with applicable tax / levy / cess. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences, that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be treated as a default on the part of Allottee, entitling the Promoter to cancel this Agreement and to avail remedies, as set forth in this Agreement, and/or the law of the land. Further, the Promoter may permit the Allottee any addition, deletion or substitution of names (of his/her Class I legal heirs) in specific conditions like death cases, subject to the terms, conditions and payment of administrative charges as fixed by the Promoter time to time alongwith applicable tax / levy / cess etc.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and for 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 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 bears to the total area/ carpet area of all the Unit in the Project.

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27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Gurugram (Haryana) after the Agreement is duly executed by the Allottee and the Promoter and after receiving the Completion certificate, the conveyance deed 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:

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

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the unit, prior to the execution 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/Conveyance Deed or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion. If any dispute cannot be settled mutually then the dispute shall be referred to a single arbitrator to be appointed by the Promoter as per the provisions of Arbitration and Conciliation Act, 1996(India), failing which the same shall be settled through the adjudicating officer appointed under the Act and Rules framed thereunder.

34. COPIES OF THE AGREEMENT

Two copies of this Agreement (in original) shall be executed. The Promoter shall retain one copy of this Agreement and the Second copy shall be handed over to the Allottee for the Allottee(s) reference and record.

35. RIGHT TO JOIN AS AFFECTED PARTY

The Allottee agrees that the Promoter shall have right to join as an affected party in any suit/ complaint filed before any appropriate Tribunal/Court by the Allottee if the Promoter's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/ complaint. The Allottee agrees to keep the Promoter fully informed at all times in this regard.

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36. INDEMNIFICATION

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Promoter and its agents and representatives, estate and effects, indemnified and harmless against any liabilities or damages that the Promoter may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement.

37. BROKERAGE

In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Said Unit for the Allottee, the Promoter shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of Total Price and other charges agreed to be paid to the Promoter for the Said Unit. Further the Allottee undertakes to indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this connection.

38. RIGHT OF THE PROMOTER TO ADDITIONAL FAR

The Allottee(s) agrees and understands that if the Floor Area Ratio (FAR) is increased beyond the current applicable FAR by the Government Authority, the Promoter shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings/floors in the Said Building/Project or anywhere in the said land as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses without any interference or objection from the Allottee(s)/Association of Allottee(s). The Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Commercial Colony/ Project. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Commercial Colony.

39. ALTERATIONS OF UNSOLD UNITS

The Promoter shall have the right, without any approval from any Allottee/ Association of Allottee(s) in the Said Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Unit(s) within the Said Building and the Allottee shall have no right to raise objections or make any claims on this account.

40. PAYMENT OF DEPOSITS & CHARGES FOR SUPPLY OF ELECTRICAL ENERGY AND WATER SUPPLY

That the electricity to the entire commercial colony shall be taken through Single Point Delivery OR any other mode as deemed fit by the Promoter from the Dakshin Haryana Bijli Vitran Nigam (DHBVN) or through any other Company responsible for providing electricity in the area in which the said building/ said Commercial Colony is situated and the electricity to the Allottee/ Occupant will be supplied through this connection and metering will be done through a submeter provided for the Allottee/ Occupant. Electricity security shall be paid by the Allottee for the Load assign in favour of Allottee. The Allottee herein agrees to pay the Meter Charges to the Promoter as and when demanded by the Promoter.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram (Haryana) 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 _____

Please affix photograph and sign
across the photograph

(2) Signature _____
Name _____
Address _____

Please affix photograph and sign
across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature (Authorised Signatory) _____
Name _____
Address _____

Please affix photograph and sign
across the photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

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SCHEDULE 'A'
DESCRIPTION OF THE UNIT

Block	
Unit No	
Floor	
Carpet Area	_____ Sq. Ft. (_____ Sq Mtrs)
Covered Area	_____ Sq. Ft. (_____ Sq Mtrs)

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SCHEDULE 'B'
FLOOR PLAN OF THE UNIT

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SCHEDULE 'C'
PAYMENT PLAN

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SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES OF THE UNIT

1.	Flooring	PCC Flooring
2.	Walls	Internal walls shall be plastered bare shell (without any paint)
3.	Ceiling	Bare Concrete
4.	Fire Fighting	Provision for Fire detection and sprinkler services in the Unit has been provided. However lowering/ other adjustments of the same shall be done by Allottees at its own cost.
5.	Doors	Iron rolling Shutter as a main gate of the said Unit.
6.	Electricity	Electricity connection through sub-meter.

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SCHEDULE 'E'**SPECIFICATIONS, AMENITIES, FACILITIES OF THE PROJECT**

1.	Structure	RCC
2.	Common Area Floors and Walls	Combination of Indian and other marbles / granites, and / or tiles. Plastered walls.
3.	Power Back up	Power Back up facility during building operation timings only on chargeable basis.
4.	Fire Fighting	Sprinkler and fire detection system will be provided in the basement area and common area only as per NBC.
5.	Wash room	Gents / Ladies Toilet as per statutory norms
6.	Lifts/ Escalators	Lift/ Escalators as per layout

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