THE

# LEAF

MALL

RETAIL | MULTIPLEX | FOOD COURT | HOSPITALITY

## BUYER'S AGREEMENT

SOUTH OF GURGAON

SECTOR 34, SOHNA

# Government of Haryana
# Department of Revenue and Disaster Management
# Sub Registrar Office, Sohna

Dated: Sep 19, 2023

Time: 15:27:54

## Appointment Slip

Shri / Smt
**AJITA**
Sohna
Sohna, Gurugram

N

**Subject: Appointment for registration of AGREEMENT Deed**

As requested by you regarding registration of **AGREEMENT** deed, your appointment has been scheduled with following Details:-

**Serial No:** 6

**Transaction Amt:** Rs. 450000

**Date & Time:** Oct 19, 2023 09:21

**Address:** Gurugram

**Token No:** 02819092023033100000

**Property ID:** 3TVM8VG6

**Appointment Type:** N

| Appointment Fee & Charges (Incl. Tatkal If any) | | |
|---|---|---|
| Appointment Fee | Postage | Total |
| Rs.0.00 | | ₹ 0.00 |

| Stamp Details | | | |
|---|---|---|---|
| Type | Stamp No | Issue Date | Value |
| EStamp | GFP2023H15 | 16-Aug-23 | ₹ 101.00 |

Please bring the following documents to prove your identity in support of your Deed.

**ID Proof:**
Aadhar

**ID Number:**
XXXX-XXXX-4484

**Important:**
1. If the property does not have permanent Property Id assigned to it, The Property Id provided above will serve as Temporary Property Id. Please keep it safe and mention it on the deed.
2. Any sort of discrepency in data provided while booking appointment will lead to failure of deed registration.

| Transacted Area | | | |
|---|---|---|---|
| Khewat | Unit | | Sq Feet |
| | SF | 0 | 364.54 |
| | | 0 | 364.54 |
| Total | | 0 | 364.54 |

| Khasra Details | | | | | |
|---|---|---|---|---|---|
| Khewat | Khatoni | Mustil | Khasra | Kanal/Bigha | Marla/Biswa |

9575

## E - CHALLAN
**Government of Haryana**

Candidate Copy

-10-2023 (Cash) *0108555138*
20-10-2023 (Chq./DD)

0108555138 Date: 19 Oct 2023 11:30:32

Name: 0362-TEHSILDAR SOHNA

Treasury: Sohna

Period: (2023-24) One Time

| Head of Account | Amount ₹ |
|---|---|
| 0030-03-104-97-51 Pasting Fees | 5 |
| 0030-03-104-99-51 Fees for Registration | 1000 |
| PD AcNo 0 | |
| Deduction Amount: ₹ | 0 |
| Total/Net Amount: ₹ | 1005 |

₹ One Thousand Five Rupees

Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-

PAN No:

Tenderer's Name: Ajita Srivastava

Address: Gurugram -

Particulars: Registration and Pasting Fees

Cheque-DD-Detail:

Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: 18381525744
Payment Date: 19/10/2023

Bank: Punjab National Bank Aggregator

Status: Success

DDO Code: 0362

## E - CHALLAN
**Government of Haryana**

AG Dept Copy

Valid Upto: 26-10-2023 (Cash) *0108555138*
20-10-2023 (Chq./DD)

GRN No.: 0108555138 Date: 19 Oct 2023 11:30:32

Office Name: 0362-TEHSILDAR SOHNA

Treasury: Sohna

Period: (2023-24) One Time

| Head of Account | Amount ₹ |
|---|---|
| 0030-03-104-97-51 Pasting Fees | 5 |
| 0030-03-104-99-51 Fees for Registration | 1000 |
| PD AcNo 0 | |
| Deduction Amount: ₹ | 0 |
| Total/Net Amount: ₹ | 1005 |

₹ One Thousand Five only

Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-

PAN No:

Tenderer's Name: Ajita Srivastava

Address: Gurugram -

Particulars: Registration and Pasting Fees

Cheque-DD-Detail:

Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: 18381525744
Payment Date: 19/10/2023

Bank: Punjab National Bank Aggregator

Status: Success

9575
19.10.2023

* Note :->Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

# Indian-Non Judicial Stamp
## Haryana Government

Date : 16/08/2023

Certificate No. GFP2023H15

GRN No. 105456761

Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

### Seller / First Party Detail

Name: Navi Estates Pvt ltd

H.No/Floor : Nil | Sector/Ward : Nil | LandMark : Nil

City/Village : Dhunela | District : Gurugram | State : Haryana

Phone: 99******43

### Buyer / Second Party Detail

Name : Ajita Srivastava

H.No/Floor : Nil | Sector/Ward : 70a | LandMark : Nil

City/Village: Gurugram | District : Gurugram | State : Haryana

Phone : 99******43

Purpose : BBA

9575

19.10.2023

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website https://egrashry.nic.in

THE SEAL OF THE SUB REGISTRAR SOHNA

For Navi Estates LLP

Auth. Sign

Immovable Properties

# Indian-Non Judicial Stamp
## Haryana Government

Date : 15/09/2023

Certificate No. GFO202313

GRN No. 107129852

Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

### Seller / First Party Detail

Name: Navi Estates Llp

H.No/Floor : 921 Sector/Ward : 49 LandMark : Spaze itech park

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 96******68

### Buyer / Second Party Detail

Name : Ajita Srivastava

H.No/Floor : C101 Sector/Ward : 70a LandMark : Aipl peaceful homes

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 99******99

Purpose : THE LEAF MALL FOOD COURT FC 17

9575

19.10.2023

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

THE SEAL OF THE SUB REGISTRAR SOHNA

For Navi Estates LLP

Auth. Sign

Ajita

प्रलेख न:9575

दिनांक:19-10-2023

THIS AGREEMENT ... Haryana on this 15th ...

## डीड सबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

## धन सबंधी विवरण

राशि 450000 रुपये

स्टाम्प ड्यूटी की राशि 100 रुपये

स्टाम्प नं : GFP2023H15

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 1000 रुपये

EChallan:108555138

पेस्टिंग शुल्क 3 रुपये

Drafted By: Hari Shankar ADV

Service Charge:200

यह प्रलेख आज दिनाक 19-10-2023 दिन गुरुवार समय 1:04:00 PM बजे श्री/श्रीमती /कुमारी MS Nave Estates LLPthru Dhanwal DaveOTHER निवास Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (सोहना)

सब रजिस्ट्रार सोहना

हस्ताक्षर प्रस्तुतकर्ता
MS Nave Estates LLP

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ajita Srivastava पत्नी Manju Srivastava हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीNaresh पिता .. निवासी Mandawar व श्री/श्रीमती /कुमारी Ajay पिता .. निवासी Sohna ने की।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी( सोहना )

दिनांक 19-10-2023

सब रजिस्ट्रार सोहना

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** (hereinafter referred to as the "**Agreement**") is made at Gurugram, Haryana on this 15th day of SEPTEMBER, 2023 at Gurugram, Haryana.

**By and Between**

**M/s NAVI ESTATES LLP**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal registered address at **15 JAIN MANDIR COMPOUND, NEAR SHIVAJI STADIUM, CONNAUGHT PLACE, NEW DELHI 110001** & place of business at **921-922, TOWER B3, SPAZE ITECH PARK, SOHNA ROAD, SEC 49, GURUGRAM, HARYANA 122018, (PAN AAMFN4305R),** represented by its authorized Partner **Mr. VIJAY KRISHEN GOEL, (Aadhar No. 882001723696)** authorized vide **COLLABORATION AGREEMENT CUM GPA BETWEEN Mrs MONIKA RAIZADA AND M/s NAVI ESTATES LLP** REGISTERED NO. **1893** DATED **06/09/2017**, hereinafter referred to the "**Promoter/Seller**" (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).

**AND**

*Applicants*

1) **Ms. AJITA SRIVASTAVA** (PAN Number **BBSPS4668G** & Aadhar No **8147 8220 4484**), C/O **MS MANJU SRIVASTAVA, R/O C-101, AIPL THE PEACEFUL HOMES, NEAR M3M ESCALA, SECTOR-70A, GURGAON, HARYANA -122001**

(hereinafter individually / jointly, as the case may be, referred to as the "**Allottee**"), which expression shall unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal representatives, executors, administrators, successors-in-interest and permitted assignees, of the **OTHER PART**.

The Seller and the Allottee shall hereinafter be either collectively referred to as the "**Parties**" and individually as a "**Party**". It is clarified that the use of any gender, in this Agreement or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this Agreement and the same shall be read and construed accordingly as the context demands.

**WHEREAS:**

A. **Mrs. MONIKA RAIZADA WIFE OF Mr. NAVEEN RAIZADA** ("Owner") is the absolute and law full owner of **KHEWAT NO. 46/46 (ACCORDING TO JAMABANDI 2009-2010) & CURRENT KHEWAT NO. 56/56 (ACCORDING TO JAMABANDI 2014-2015), RECT NO. 5, KILA NO. 11/1/1 (3-12), 11/2/1 (3-8), 12/1/1 (2-10), RECT NO. 6, KILA NO. 13/1 (0-10), 14/1 (4-0), 15/1/1 (2-15), 15/2/1 (4-5)**, totally admeasuring 21 KANAL OR 2.625 ACRES OR 10623 square meters situated at **VILLAGE DHUNELA in TEHSIL SOHNA & DISTRICT GURUGRAM (ALSO KNOWN AS SEC 34 OF SOHNA DEVELOPMENT PLAN 2031)** ("**Said Land**") *vide* sale deed(s) dated **02/08/2010** registered as documents no. **1630** at the office of the Sub-Registrar. The Owner and



For Navi Estates LLP

Auth. Sign

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 9575 | 2023-2024 | 1 |



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी NT सोहना

पेशकर्ता :- thru Dhanwal DaveOTHER MS Nave Estates LLP

दावेदार :- Ajita Srivastava

गवाह 1 :- Naresh

गवाह 2 :- Ajay

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 9575 आज दिनांक 19-10-2023 को बही नं 1 जिल्द नं 1 के पृष्ठ नं 186 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 25 के पृष्ठ संख्या 59 से 62 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 19-10-2023

उप/सयुंक्त पंजीयन अधिकारी NT सोहना

the Promoter have entered into a COLLABORATION AGREEMENT dated **06/09/2017** registered as document no. **1893** at the office of the Sub-Registrar, SOHNA;

B. The Said Land is earmarked for the purpose of a building **COMMERCIAL PROJECT**, comprising **ONE** multistoried building **WITH SHOPS/CINEMA/FOODCOURT/SERVICED APARTMENTS CUM HOTEL/BANQUET ETC** and the said project shall be known as **'THE LEAF'** MALL **("Project")**;

C. Provided that where land is earmarked for any institutional development, the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it has been approved by the competent authority;

D. 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;

E. The **DIRECTOR, TOWN AND COUNTRY PLANNING, HARYANA** has granted the approval/sanction to develop the Project *vide* approval dated 17/11/2018 bearing license/sanction No. **79 OF 2018**;

F. The Promoter has obtained approval on the layout plan/demarcation/zoning/site plan/ building plan/or any requisite approval for the Project as the case may be, from DIRECTOR, 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/ any other laws of the State as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority No. 35 of 2021.

H. The Seller is duly authorized/empowered to develop the said Complex on the said Land. The Seller is further authorized to market and sell the commercial units in the said Complex and to negotiate, sign and execute agreement, conveyance deed, sale deed etc. with the prospective Allottees at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name.

I. The Allottee has approached the Seller to purchase a Commercial unit in the said Complex and had demanded from the Seller the inspection of the site, building plans, ownership records and other documents relating to the title, competency and all other documents pertaining to the said Land of the said Complex and Retail Unit / Multiplex /Food Court Kiosk/ Restaurant Space shops/ Serviced Apartment thereon, which has been provided to them/it as per their/its demand, by the Seller.

J. The Allottee after fully satisfying itself with regard to the right, title and interest of the Seller in the said Land and the said Complex, applied to the Seller for allotment of commercial unit No. **FC-17** on the **LEVEL 3** having a **Carpet Area** of **109.36 sq. ft. (10.15 sq.mtrs.) & Super Area** of **364.54 sq. ft. (33.86 sq.mtrs.) and Type FOOD COURT** thereabout, as on site approximately (hereinafter referred to as the "commercial unit") to carry on the business of permitted commercial activity and assured the Seller that they shall strictly abide by the stipulations contained herein.

K. The Allottee acknowledges that the Seller has readily provided all the information, clarifications, etc., as required by them/it and that the Allottee has relied solely on their/its own judgment and investigation while deciding to execute this Agreement, after giving careful consideration to all facts, terms and conditions of the Seller and after having received independent expert advice. Further, the Allottee confirms that he/she/it has not been influenced by any architecture plans, sales plans, sale brochures, advertisements, approval of OC, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral of the Seller or any one on behalf of the Seller, made by a broker/channel partner, independent sales organizers or otherwise and no other oral representation or statement made by the Seller shall be considered to be part of this Agreement.

L. It is specifically clarified by the Seller and accepted by the Allottee that the layout plan of the



For Navi Estates LLP

Auth. Sign

commercial unit as depicted in the floor plan, annexed as ***Annexure B*** to this Agreement, its Super Area (defined below), the basis for calculation of the Total Sale Consideration (defined below) under this Agreement is subject to change, till the completion certificate is issued by DGTCP.

M. If the commercial unit being allotted is provided with usable open terrace(s) exclusive for the commercial unit, the Super Area of commercial unit shall also include full area of such open terrace(s). If a particular floor has open terrace(s), area of such open terrace(s) proportionate to the Super Area of the commercial unit in proportion to the total Super Area on that particular floor shall be included in the Super Area of the commercial unit. However, it is agreed that the Allottee shall not cover such terraces and shall use the same as open terrace only and in no other manner whatsoever.

N. The Allottee is aware of the fact that the Seller has completed the said complex on the said Land, and in pursuance thereof it is understood and agreed by the Allottee that the floor plans, location of the commercial unit and its Area as per the floor plan, location of the unit as per the Rules and Regulations of DTCP.

O. The Allottee has represented and warranted to the Seller that it has the power and authority to enter into and perform this Agreement.

P. The Allottee is aware that the commercial unit/said Complex will derive its prestige, esteem and appeal from the ambience and high standards to be maintained at the said Complex and the proper up-keep and maintenance is an inseparable aspect of such prestige, esteem and appeal. Towards this end, the Allottee is willing to execute the Maintenance Agreement for the said Complex with the Seller or its Group Company or Maintenance Service Provider designated by the Seller, in the format prescribed by the Seller/ Maintenance Service Provider.

Q. The Allottee has represented and warranted to the Seller that it has the power, authority and capacity to enter into and perform this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THIS AGREEMENT WITNESSTH, AS UNDER:**

1. **DEFINITIONS**

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

1.1.1 **"Act"** means the Real Estate (Regulation and Development) Act, 2016, as amended or modified from time to time;

1.1.2 **"Carpet Area"** means the net useable floor area of the Commercial Unit, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial Unit;

1.1.3 **"Common Areas"** as defined under Rule 2(1)(f) of the Rules;

1.1.4 **"Government"** means the Government of the State of Haryana;

1.1.5 **"Rules"** mean the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, as amended or modified from time to time;

1.1.6 **"Super Area"** shall mean and include the entire Carpet Area of the Commercial Unit and inclusive of the area under the external / periphery walls, area under columns, cupboards, services/plumbing shafts, projections, pergolas, projections, area covered by exclusive



For Navi Estates LLP

Auth. Sign

Ajita

balconies or verandah area and exclusive open terrace area and half the area of common walls with adjoining Commercial Units, plus proportionate share of area utilized for common use and facilities such as entrance lobby, staircases, corridors, atriums, upper floor lobbies and landings, lift cores at every level, lift machine rooms, lifts shafts, generator room, electrical room /substations /transformers, security room etc., and any other common constructed area for the Said Building/Project.

## 2 ALLOTMENT

2.1 Subject to the terms and conditions set out in this Agreement, the Seller hereby agrees to sell/transfer the Commercial Unit to the Allottee and the Allottee hereby agrees to purchase the Commercial Unit for a total price of **Rs 42,26,477/- (Rupees FORTY TWO LACS TWENTY SIX THOUSAND FOUR HUNDRED SEVENTY SEVEN ONLY) (GST EXTRA AS APPLICABLE)**, the break up and description of which is given in ***Annexure E*** **("Total Price")**, payable as per the agreed payment plan details of which are given in ***Annexure F*** to this Agreement **("Payment Plan")**.

2.2 The Seller hereby agrees to sell, transfer and convey the commercial unit and the Allottee hereby agrees to purchase the commercial unit having **Carpet Area** of **109.36 sq. ft. (10.15 sq.mtrs.) & Super Area** of **364.54 sq. ft. (33.86 sq.mtrs.) and Type FOOD COURT** or thereabout, more particularly given in ***Annexure A*** for the total sale consideration i.e Cost of Property (defined hereinafter) and all other charges/amounts as outlined in Clause 2.2.1 of this Agreement (hereinafter referred to as the "Total Sale Consideration") to be paid by the Allottee in the manner set out in the payment plan annexed herewith as ***Annexure F*** of this Agreement (as per the payment plan chosen by the Allottee).

2.2.1 The Cost of Property ("COP") for the Commercial unit comprises of:

a) Basic Sale Price **("BSP")** of **Rs 39,34,845/- (Rupees THIRTY NINE LACS THIRTY FOUR THOUSAND EIGHT HUNDRED FORTY FIVE ONLY)**

b) Development Charges **("DC")** of **Rs. 2,00,497/- (Rupees TWO LACS FOUR HUNDRED NINTY SEVEN ONLY)**

c) Interest Free Maintenance Security **("IFMS")** of **Rs 36,454/- (Rupees THIRTY SIX THOUSAND FOUR HUNDRED FIFTY FOUR ONLY)**

d) Electrification Charges **("EIC")** of **Rs. 54,681/- ( Rupees FIFTY FOUR THOUSAND SIX HUNDRED EIGHTY ONE ONLY)**

Cost of Property for the commercial unit: **Rs 42,26,477/- (Rupees FORTY TWO LACS TWENTY SIX THOUSAND FOUR HUNDRED SEVENTY SEVEN ONLY)** as mentioned in **Annexure E** of this Agreement. **GST/TAXES TO BE CHARGED EXTRA AS APPLICABLE.**

2.2.2 In addition to the aforesaid Cost of Property, the Allottee(s) has undertaken to pay the following charges:

a) Security Deposit for Electric Connection as may be levied at the relevant time.

b) Maintenance Charges (MC) upon offer of possession, as may be levied at the relevant time.

c) Any other charge (s) which the Seller/ Maintenance Service Provider may demand for providing any additional service/ amenity/ facility etc. or for up-gradation of any existing service/ amenity/ facility etc.

For Navi Estates LLP

Auth. Sign



Jita

For the purpose of this Agreement, Development Charges (DC) shall mean the amount charged by the Seller from the Allottee(s) towards carrying out the developmental works inside or around the Complex, including but not limited to the payment of the following:

A. (i) External Development Charges (EDC) and Infrastructure Development Charges (IDC) as conveyed and/or demanded by the HUDA, DGTCP or the Government of Haryana with respect to the License and any increase thereof, retrospectively or prospectively;

(ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,

B. (i) Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DGTCP or the Government of Haryana with respect to the License and any increase thereof, retrospectively or prospectively;

(ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,

2.3 It is further clarified that:

2.3.1 The Total Price as mentioned above includes the Booking Amount (*as defined hereinafter*) paid by the Allottee to the Seller towards the Commercial Unit;

2.3.2 The Total Price above **excludes** taxes (*GST and cess or any other taxes / fees/ charges/ levies etc., which may be levied, in connection with the development/ construction of the Project(s)*) paid/payable by the Allottee, up to the date of handing over the possession of the Commercial Unit to the Allottee 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 Seller 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 be charged from the Allottee.

2.3.3 The Seller shall periodically intimate in writing to the Allottee, the amount payable as stated in Clause 2.2 above and the Allottee shall make payment demanded by the Seller within the time and in the manner specified therein. In addition, the Seller shall provide to the Allottee the details of the taxes/charges/fees/levies etc., paid or demanded along with the acts/rules/notifications together with the dates from which such taxes/fees/charges/levies etc., have been imposed or become effective;

2.3.4 The Total Price of the Commercial Unit includes recovery of price of land, development/construction of not only the Commercial Unit but also the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/charges etc., cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, water line and plumbing, fire detection and



For Navi Estates LLP

Auth. Sign

Aita

Firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial Unit.

2.4 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 Seller 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 Seller 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.

2.5 The Seller may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 1% per annum for the period by which the payment for the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Seller, unless agreed upon by the Allottee(s).

2.6 It is agreed that the Seller 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 ***Annexure C*** and ***Annexure D*** (*which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected*) in respect of the Commercial Unit, without the previous written consent of the Allottee as per the provisions of the Act and the Rules made there under or as per approvals/instructions/guidelines of the competent authorities. Provided that the Seller may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act., Provided further that the Seller may make such additions or alterations in the sanctioned plans, layout plans and specifications of the buildings or the Common Areas within the Project as per the provisions of the Act and Rules made there under or as per approvals/ instructions/ guidelines of the competent authorities.

2.7 The Seller confirm the Carpet Area / Saleable area that has been allotted to the Allottee is final. However, in case of any changes in Carpet area / Saleable area, The total price payable for the Carpet Area/ Saleable area shall be recalculated upon confirmation by the Seller. If there is reduction in the Carpet Area / Saleable area of more than 5% of the allotted area, then the Seller shall refund the excess money paid by Allottee within 90 (ninety) 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 / Saleable area, of not more than 5% of the allotted to the Allottee, the Seller shall demand that difference from the Allottee, with the next due installment as per the Payment Plan as provided in ***Annexure F***. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.2.1 of this Agreement.

2.8 Subject to compliance with the terms and conditions of this Agreement by the Allottee and upon execution and registration of the sale deed, as the case may be, the Seller agrees and acknowledges that the Allottee shall have right to the Commercial Unit as mentioned below:

2.8.1 The Allottee shall have exclusive ownership of the Commercial Unit;

2.8.2 The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of the Rules. The Allottee shall use the Common Areas along with other occupants, maintenance staff



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etc., without causing any inconvenience or hindrance to them and subject to reasonable restrictions to ensure privacy and common access to all allottee(s) / occupant(s). It is clarified that the Seller shall hand over the Common Areas to the association of allottees/competent authorities only after duly obtaining the occupation certificate / part occupation certificate/ part completion / completion certificate from the competent authority, as the case maybe, as provided under Rule 2(1)(f) of the Rules;

2.8.3 The Allottee has the right to visit the project site to assess the extent of development of the Project and his Commercial Unit, as the case may be.

2.9 The Seller agrees to pay all outstanding payments before transferring the physical possession of the Commercial Unit to the Allottee, which it has collected from the Allottee, for the payment of outstanding dues, if any, (including land cost, ground rent, municipal or other local taxes, charges/levies etc., 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 Seller fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Commercial Unit to the Allottee, the Seller agrees to be liable, even after the transfer of the Commercial Unit, to pay such outgoings 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 there for by such authority or person.

2.10 The Allottee has paid a sum of **Rs. 4,50,000/- (Rupees FOUR LACS FIFTY THOUSAND ONLY INCLUDING GST)** towards the Booking Amount being part payment towards the Total Price of the Commercial Unit at the time of application the receipt of which the Seller hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Commercial Unit as prescribed in the Payment Plan (***Annexure F***) as may be demanded by the Seller from time to time and in the manner specified therein.

2.11 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 Rule 15 of the Rules.

2.12 It is expressly agreed to and understood by and between the Parties that notwithstanding the fact that a part of the Common Areas has been taken in to consideration for the purpose of calculation of the Super Area of the said Commercial Unit and consideration thereof, yet it is only the inside space/Carpet Area of the Commercial Unit that has been agreed to be sold to the Allottee. The inclusion of the Common Areas in computation of Super Area of the Commercial Unit does not and would not create any specified or independent interest in the Allottee in respect of any of such Common Areas included in the calculation of Super Area except the balconies inside the Commercial Unit. However, the Allottee shall have only the right of ingress, egress and use of the aforesaid Common Areas in the manner and to the extent as would be absolutely essential for beneficial enjoyment of the Commercial Unit and upon terms and conditions mentioned herein.

## 3 MODE OF PAYMENT

3.1 Subject to the terms of the Agreement and the Seller abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Seller, within the stipulated time as mentioned in the Payment Plan



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(***Annexure F***) through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of "**NAVI ESTATES LLP THE LEAF COLLECTION ACCOUNT**" payable at New Delhi/Delhi.

3.2 The Allottee has seen, reviewed and accepted the payment plan provided in ***Annexure F***, other payments to be made in terms of this Agreement, the terms and conditions of such payment and the mode of making payments, and also gone through the floor plan as provided in ***Annexure B*** by the Seller and also the specifications as provided in ***Annexure C***.

## 4 DUE DILIGENCE

4.1 The Allottee has carried out due diligence to its entire satisfaction relating to the right, title and interest of the Seller in the said Land, said Complex and the commercial unit herein after going through ownership record, inspection of site and other related matters to confirm the competence of the Seller to convey the commercial unit, approval for OC etc. It is hereby understood and agreed that upon signing of this Agreement, the Allottee is deemed to have completed all due diligence to its entire satisfaction. The Allottee has relied solely on their/its own judgment and investigation while deciding to execute this Agreement, after giving careful consideration to all facts, terms and conditions of the company and after having received independent expert advice. Further, the Allottee confirms that he/she/it has not been influenced by any representation of the Seller or any one on behalf of the Seller and no other oral or written representation or statement made by the Seller shall be considered to be part of this Agreement.

4.2 That prior to taking possession of the commercial unit, the Allottee shall fully satisfy himself in respect of compliance by the Seller of its obligations under this Agreement including in respect of the area, location, specifications, quality, materials, construction and such other items of work in relation to the Commercial unit, approval for OC. That in the event, the Allottee takes possession or fails to take possession within the time stipulated in the notice of possession of the commercial unit, he shall have no claim against the Seller in these respects which may be alleged not to have been carried out or completed or for any designs, specifications, building materials used or for any other reason whatsoever. Any complaints that the Allottee may have with respect to the commercial unit should first be resolved by the Allottee with the Seller before taking over the possession of the commercial unit. The Allottee hereby agree and undertakes to pay the maintenance charges, holding charges and any other charges due and payable by the Allottee, irrespective of any pending dispute under this clause.

## 5 PLANS, DESIGNS AND SPECIFICATIONS

The Allottee hereby agrees and understands that the Seller has the right to effect any suitable and necessary alterations / additions / modifications / deletions in the layout / building plans / floor plans, designs and specifications etc., at its discretion or as directed by the competent authority(ies). The Allottee hereby agrees and gives his/her/its/their consent to all such variations, additions, deletions, alterations and modifications as may be deemed necessary by the Seller.

## 6 CONSIDERATION

6.1 The Allottee shall pay to the Seller a Total Price, towards the cost of the Commercial Unit, as per details given in ***Annexure F***. The Seller has calculated the Total Price payable by the Allottee for the said Commercial Unit on the basis of the Carpet Area / Saleable area together



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with the cost of providing the common services and facilities etc., in the Said Building / Project. The Carpet Area / Saleable area is tentative and the same shall be determined in accordance with Clause 2.7 herein.

6.2 It is specifically agreed that 10% of the Total Price, as aforesaid, shall always be treated as the booking amount **("Booking Amount / Earnest Money")**. The Booking Amount shall be liable to be forfeited in the event of the cancellation of allotment on account of default / breach of the terms and conditions of allotment/transfer contained herein, including non-payment of Total Price / other charges. In the eventuality of cancellation, the Booking Amount deposited *along with the interest for delayed payments, if any* will stand forfeited and the balance amount paid, if any, will be refunded to the Allottee, without any interest and such refund will be made within 90 (Ninety) days from the date when it becomes due subject to deduction of any other expenses / charges that may have been incurred by the seller on account of the sale of the commercial unit to the allottee.

6.3 The payment on or before due date of sale price and other charges payable by the Allottee as per the payment plan or as demanded by the Seller, from time to time, is the essence of this Agreement. In case, the Allottee fails to make the payments of demands made by the Seller as per the Payment Plan, the Allottee shall be liable to pay interest thereon at the rates as prescribed in the Act and the Rules prescribed therein from the due date of the installment / payment till the date of actual payment. However, in case the Allottee fails to make the payment with interest as aforesaid within a period of 90 (ninety) days of the notice from the Seller in this regard, the Seller, with prior written intimation of 30 (thirty) days, shall have the right to cancel the allotment, and forfeit the Booking Amount and interest for delayed payments, if any and the Allottee shall be left with no right in the Commercial Unit. In such a case, after forfeiture of Booking Amount and the interest for delayed payments, the balance amount paid, if any, will be refunded, without any interest, and such refund shall be made within 90 (ninety) days from the date of the unit is resold and full price received from Fresh Allottee. The Allottee understands and hereby agrees that upon such cancelation, he would cease to have any rights and/or interests in the allotment/registration/booking/application / Agreement in respect of the said Commercial Unit and all rights and interests in the said Commercial Unit shall solely vests with the Seller.

6.4 The Allottee here by authorizes the Seller to forfeit, out of the amounts paid / payable by it, the Booking Amount and any interest due, in the event of cancellation of allotment on account of failure of the Allottee to perform its obligations or fulfill the terms and conditions stipulated herein. In such situation, the Seller will refund the amount ,if any ,over and above Booking Amount, due interest and other deductible amount under this Agreement, within 180 (One Hundred and Eighty) days from the date the unit is resold and full price received from Fresh Allottee when it becomes due.

6.5 All the payments are to be made against a receipt, duly signed by the Authorized Signatory of the Seller. The Seller shall be entitled to adjust the amounts paid by the Allottee first towards the interest due, if any. All payments shall be subject to their actual realization in the Seller's account. The date of credit into the aforesaid account of the Seller shall be deemed to be the date of payment of an installment by the Allottee.

6.6 The Allottee shall always be responsible and liable for the payment of municipal taxes, property taxes, ground premium, GST and any/all present and future tax levied by any statutory authority or any enhancement in above and any other statutory charges etc.,



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(hereinafter referred to as the "Statutory Dues") as may be levied on the commercial unit/Complex/building/Land in the share proportionate to the Super Area of the commercial unit even if it is retrospective in effect (hereinafter referred to as the "Proportionate Dues"). All such amount shall be payable on demand either to the Seller or to the designated/nominated maintenance agency, as the case may be.

6.7 In order to provide necessary maintenance services, dedicated focus and transparency, the Seller shall, upon completion of the said Complex hand over the maintenance of the said Complex to a designated maintenance agency (hereinafter referred to as the "Maintenance Service Provider"). The Allottee hereby agrees and undertakes to execute maintenance agreement with the Seller/Maintenance Service Provider ("Maintenance Agreement") in the format prescribed by the Seller and applicable to all the buyers/unit/office/space owners on or before taking over possession of the commercial unit or when called upon by the Seller. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, deposits, bills and charges as may be raised by the Maintenance Service Provider from time to time, irrespective of the fact that whether the Allottee(s) is in occupation of the commercial unit or not. The execution of the Maintenance Agreement shall form a condition precedent to conveyance of the commercial unit and any refusal/delay to execute the Maintenance Agreement by the Allottee shall also entitle the Seller to terminate the present Agreement and forfeit the Earnest Money.

6.8 The security deposit, meter box charges, power load charges etc, for the electric connection and/or electric connection charges which may be incurred for obtaining electricity connection or any other charges like spending on infrastructure for provisioning of power supply to the project are not included in the Total Sale Consideration of the commercial unit determined herein and the same shall be paid by the Allottee as and when demanded by the Seller or Maintenance Service Provider to which the Allottee agrees and shall have no objection, whatsoever.

6.9 In case the Seller is asked by Authorities under any amendment, regulations or new provisions etc enforced by any such Authority / Agency / DTCP / HSVP / or any govt body etc to provide for infrastructure for providing power supply to project, then the Allottee agrees to pay such charges Pro-Rata with other allottees, on demand.

6.10 The Allottee is aware that they are agreeing to purchase the commercial unit in the said Complex on the specific understanding and undertaking by them that the right to use facilities, subject matter of Maintenance Agreement, shall be subject to the regular and timely payment of maintenance charges as decided by the Seller or the Maintenance Service Provider as the case may be and if the maintenance charges as decided by such Seller or the Maintenance Service Providers are not paid regularly, then Allottee shall forfeit its right to the use such facilities etc., including but not limited to electric supply to the commercial unit.

6.11 The Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Seller or the Maintenance Service Provider an Interest Free Maintenance Security (IFMS) equivalent to 6 months maintenance charges tentatively calculated at rate of Rs. 15/- per sq. ft. per month on the Super Area of the Commercial unit. In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee in addition to acknowledging the right of the Seller /Maintenance Service Provider to deny him/her the maintenance services, also authorizes the Maintenance Service Provider to adjust the amount of the IFMS against such defaults. If due to such adjustments in the principal amount, the IFMS



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falls below the tentatively agreed sum of Rs.100/- per sq. ft. of the Super Area of the commercial unit, then the Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by the Seller/Maintenance Service Provider

## 7 ADJUSTMENT/APPROPRIATION OF PAYMENTS

7.1 The Allottee authorizes the Seller to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Commercial Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Seller to adjust his payments in any manner.

## 8 TIME IS ESSENCE

8.1 The Seller shall abide by the time schedule for handing over the Commercial Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules. The Allottee also agree to adhere to the timely payment of payments dues, as demanded as also completing the Possession and / or Sale deed formalities, within the time frame conveyed by the Seller and the Seller agree that he will not delay the process. Any delay thereof would result in payment of interest for delays or charges, as applicable.

## 9 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT/ COMMERCIAL UNIT

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

The Seller has developed & is finishing the works of 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 Seller 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 laws as applicable in the State 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 there under or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Seller shall constitute a material breach of the Agreement.

## 10 POSSESSION OF THE COMMERCIAL UNIT

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



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The Seller assures to hand over possession of the Commercial Unit within **25 months** from the execution of this BBA/MOU or as per the HARERA approval (i.e. July 2025). unless there is delay or failure due to '*force majeure*', court orders, government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the remaining finishing works of the Project are delayed due to the above mentioned conditions then the Allottee agrees that the Seller shall be entitled to the extension of time for delivery of possession of the Commercial Unit. Notwithstanding above, the Seller shall be entitled to the grace period of 6 months from the above date of possession if the Seller has reasonably assumed to have tried to complete the work. Any delay due to the reason other than above, the Seller shall be asked to pay Compensation for delay in possession of Rs 9/- (nine) per Sq ft per month, for the period of delay after the completion of such grace period.

The Allottee agrees and confirms that, in the event it becomes impossible for the Seller to implement the remaining part of Project or the said Commercial unit due to '*force majeure*' and above mentioned conditions, then this allotment shall stand terminated and the Seller shall refund to the Allottee the entire amount received (*after deducting the brokerage paid for the Commercial Unit and interest for the delayed payments*) by the Seller from the Allottee within 180 (One Hundred and Eighty) days from that date. The Seller shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc., against the Seller and that the Seller shall be released and discharged from all its obligations and liabilities under this Agreement. Provided that if the Allottee does not intend to withdraw from the Project, the Seller shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Commercial Unit, which shall be paid by the Seller to the Allottee within 180 (One Hundred and Eighty) days of it becoming due.

10.2 **Procedure for taking possession** – As the Seller, upon obtaining the approval for occupation certificate in respect of the Project it shall offer in writing the possession of the Commercial Unit within 6 (Six) months from the date of completion of entire payment due as per Payment schedule, charges for Stamp Paper, Registration Fee, and all other allied charges as applicable for the said Commercial unit / Project as per terms of this Agreement.

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

10.3 **Failure of Allottee to take Possession of Commercial Unit** - Upon receiving a written intimation for possession of the Commercial Unit from the Seller as per Clause 10.2, the Allottee shall take possession of the Commercial Unit from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Seller shall give possession of the Commercial Unit to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Clause 10.2, such Allottee shall continue to be



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liable to pay maintenance charges (*as specified in the maintenance agreement*) and Holding Charges. The Allottee shall also be liable to pay charges @ **Rs 9/- (nine)** per Sq ft per month for the said Commercial Unit (**"Holding Charges"**). The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges / consideration as provided in the Agreement.

10.4 **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of the Project and handing over the physical possession of the Commercial Unit to the Allottee, it shall be the responsibility of the Seller to hand over the necessary documents and plans and including Common Area, to the association of allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Seller shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules,2017.

10.5 **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 Seller, the Seller herein is entitled to forfeit the entire booking amount and shall return the balance payment to the allottee within 90 days of such cancellation. This refund of excess payment will only be done after the said commercial unit is sold to another party and substantial amount is received from the new party.

10.6 **Association of Allottee:** The Allottee hereby agrees and undertakes to cause and ensure the formation of the association of the Commercial Unit owners and become its member, and cause and ensure the registration of such association and/or body corporate strictly within the timelines and in accordance with the applicable laws, and breach of this term by the Allottee shall constitute a material breach of the Agreement.

## 11 LEASE RIGHT AND FITOUT PERIOD

11.1 Right to lease the property/unit remains with the seller/developer.

11.2 There will be a fit-out period of minimum 3 months and maximum of 6 months where no AR/NPV or Rent will be paid post possession/hand over/Registration of the property in their name by the allottee after paying all the dues.

## 12 ASSURED RENTAL

12.1 Assured Return/Rental (if Any) on the said investment will start from the date of completion of all payments as per annexure F.

## 13 LOAN BY THE ALLOTEE

13.1 In case the Allottee want to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Commercial Unit applied for, the Seller shall facilitate the process subject to the following: (a) the terms of the financing agency shall exclusively be binding and applicable up on the Allottee only; and (b) the responsibility of getting the loan sanctioned and disbursed as per the Seller's payment plan will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason what so ever, the payment to the Seller, as per payment plan, shall been ensured by the Allottee, failing which, the Allottee shall be governed by time provision contained herein. In case of



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default in repayment of dues of the financial institution/agency by the Allottee, the Allottee authorizes the Seller to cancel the allotment of the Commercial Unit and repay the amount received till that date after deduction of Booking Amount and other amounts/deductions etc., directly to the financing/institution agency on receipt of such request from such financing agency without any reference to the Allottee.

## 14 REPRESENTATIONS AND WARRANTIES OF THE SELLER

14.1 The Seller hereby represents and warrants to the Allottee as follows:

14.1.1 The Seller 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;

14.1.2 The Seller has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

14.1.3 There are no encumbrances upon the Said Land or the Project;

14.1.4 All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project or phase(s), as the case maybe, as well as for the Commercial Unit sold to the Allottee are valid and subsisting and have been obtained by following due process of law. Further, the Seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Projector phase(s), as the case may be, as well as for the Commercial Unit and for Common Areas as provided under Rule 2(1)(f) of the Rules,2017;

14.1.5 The Seller 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;

14.1.6 The Seller has not entered into any Commercial Unit and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Commercial Unit which will, in any manner, affect the rights of Allottee under this Agreement;

14.1.7 The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Commercial Unit to the Allottee in the manner contemplated in this Agreement;

14.1.8 At the time of execution of the conveyance/sale deed the Seller shall handover lawful, vacant, peaceful, physical possession of the Commercial Unit to the Allottee, Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules,2017;

14.1.9 The Commercial 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 Commercial Unit;

14.1.10 The Seller 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 the Commercial Unit has been issued, as



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the case maybe, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities and facilities as per agreed terms and conditions and common areas as provided under Rule 2(1)(f) of the Rules,2017;

14.1.11 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 Seller in respect of the Said Land and/or the Project.

## 15 EVENTS OF DEFAULTS AND CONSEQUENCES

15.1 Subject to *'force majeure'*,( "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God) court orders, government policy/ guidelines, decisions affecting the regular development of the real estate project, the Seller shall be considered under a condition of default, in the following events:

15.1.1 If the Seller fails to provide ready to move in possession of the Commercial Unit to the Allottee within the time period specified in Clause 10.1 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 Clause, 'ready to move in possession' shall mean that the Commercial Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or part thereof, has been issued by the competent authority;

15.1.2 Discontinuance of the Seller'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 there under.

15.2 In case of default by the Seller under the conditions listed above, the Allottee is entitled to the following:

15.2.1 Stop making further payments to the Seller as demanded by the Seller. If the Allottee stops making payments, the Seller 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

15.2.2 The Allottee shall have the option of terminating the Agreement by giving a notice in writing, in which case the Seller shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Commercial Unit, along with interest at the rate prescribed in the Rules within 180 (One Hundred and Eighty) days of the unit being resold and full price having been received from Fresh Allottee. Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Seller, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Commercial Unit, which shall be paid by the Seller to the Allottee within 90 (ninety) days of it becoming due.



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

15.3.1 In case the Allottee fails to make payments of demands made by the Seller 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 Seller on the unpaid amount at the rate prescribed in the Rules;

15.3.2 In case of default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Seller in this regard, the Seller may cancel the allotment of the Commercial Unit in favour of the Allottee and refund the money paid to him by the Allottee after forfeiting the Booking Amount / Earnest Money paid for the allotment and the interest component on delayed payments (*payable by the Allottee for breach of the Agreement and non-payment of any due payable to the Seller*) only after the unit is resold and full price received from Fresh Allottee. At present, the rate of interest payable by the Allottee to the Seller 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 Seller to the Allottee within 180 (One Hundred and Eighty) days of such cancellation. On such default, the Agreement and any liability of the Seller arising out of the same shall thereupon, stand terminated. Provided that the Seller shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

## 16 CHARGES, LEVIES & TAXES

16.1 That the Allottee agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future, on the Said Land, Said Building, said Commercial Unit or the Project, as the case may be, effective from the date of sale deed of the said Commercial Unit to him.

16.2 Any charges, levies, taxes or fee ,in whatever the manner ,which ,may be charged, imposed or levied , either on the Said Land, Said Building, said Commercial Unit or on the completion of the Project at any time, in or retrospectively, by any statutory body, or by the Central /State Government, shall be paid by the Allottee only on pro-rata basis.

16.3 In case of any increase / decrease in the External or Infrastructure Development Charges, Charges for providing infrastructure (both External and Internal) for power supply & Water etc, internal augmentation charges or if any additional charge for extra amenities / safety measures or any other charge, levy, tax, fee, cess etc., of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be charged / adjusted to the account of the Allottee on pro-rata basis and be payable to the Seller on demand.

## 17 MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES

17.1 The Allottee shall pay municipal/house/property tax etc., by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Commercial Unit from the date of levy thereof.



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17.2 In the event the Seller/ Maintenance Agency lawfully arranges for bulk supply of electrical energy, the Allottee herein agrees to abide by all conditions of the sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from electricity distribution utilities or any other authority responsible for supply of electrical energy. The Allottee also agrees and undertakes to sign, execute and affirm all other documents as may be required by the Seller/ Maintenance Agency, from time to time, for the purpose of availing the electricity supply/connection for the Allottee. It is further agreed and accepted by the Allottee that the supply of electrical energy shall be subject to availability of the same, and the Allottee herein shall not claim any loss or damage, whether direct or consequential, from the Seller / Maintenance Agency, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same.

17.3 So long as the said Commercial Unit is not separately assessed, the Allottee shall pay a share of such taxes, liabilities, if any, in proportion to the Carpet Area of the said Commercial Unit to the Carpet Area of all the Commercial Units in the Project to the Maintenance Agency or to the Seller, who, on collection of the same from the Allottee, shall deposit the same with the concerned authorities.

17.4 The Allottee shall be responsible and liable to pay to various government /private authorities all charges pertaining to consumption of water, electricity, power back up, telephone, sewage and other utility services in respect of the Commercial Unit as per the bills raised through pre-paid metering or otherwise.

## 18 MAINTENANCE

18.1 The Seller shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or the 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.

18.2 In the event, the Allottee/ association of the allottees fails to take possession of the said essential services, then in such a case, the Seller or the Maintenance Agency has a right to recover such amount as spent on maintaining such essential services beyond his scope.

## 19 EXECUTION AND REGISTRATION OF SALE DEED

19.1 The Seller, on receipt of Total Price of the Commercial Unit as per Clause 2.2.1, shall execute a sale deed in favour of the Allottee preferably within 6 (Six) months of payments. Provided that, the Commercial Unit is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1) (f) of the Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Seller to withhold registration of the sale deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Seller, as also to withhold the possession of the unit.

19.2 The Allottee undertakes to execute the sale deed in respect of the said Commercial Unit within the period as may be intimated by the Seller in writing, failing which the Allottee shall solely be liable for the consequences arising there from which inter-alia may include the increase in



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the rate of stamp duty/registration fee or any other such duty or charges payable in respect thereof.

19.3 All charges, expenses, stamp duty, registration fee and legal / incidental expenses etc., towards execution and registration of this Agreement and the sale deed, at the rate as may be applicable on the date of registration of this Agreement and the sale deed of the said Commercial Unit including documentation shall be borne by the Allottee only.

## 20 ASSIGNMENT/TRANSFER

20.1 The Allottee undertakes that till the date of the execution of sale deed of the said Commercial Unit, this Agreement or any interest/rights in this Agreement shall not be assigned / transferred by the Allottee(s) without taking prior written consent of the Seller. The Seller may, at its sole discretion and subject to the terms/conditions contained herein, on receiving up to date payment of dues under all various heads mentioned herein and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee(s) to get the name of any third person(s) substituted in his/her/their place subject to terms and conditions and on payment of transfer charges/processing fees, as may be determined and imposed by the Seller from time to time. The Seller has a right to modify the said transfer charges/processing fees from time to time.

20.2 The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer / assignment / nominations. Before effecting any subsequent transfer of the said Commercial Unit by way of sale or otherwise, after execution and registration of sale deed in his/her favour, the Allottee shall be required to obtain prior "No Objection / No Dues Certificate" from the Seller or the Maintenance Agency, as the case may be, as regards clearance/payment of outstanding maintenance charges.

20.3 In the event of any imposition of executive instructions at any time after the date of the application to restrict the transfer/ assignment by any authority, the Seller will have to comply with the same and the Allottee has specifically agreed to the same.

## 21 COMMON AREAS

21.1 The Allottee shall use the Common Areas within the Said Building/Project, which may be within or outside the foot print of the Said Building, harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further, the right of usage of such Common Areas shall always be subject to the covenants herein and up to date and timely payment of all dues including but not limited to the maintenance charges.

21.2 Except for the Commercial Unit herein along with all common easement rights attached therewith, including Common Areas, all adjoining areas including the un-allotted terrace/roof, unreserved open and covered parking spaces, storage areas, entire un-allotted/unsold areas of the Project etc., shall remain the property of the Seller and the same shall always deemed to be in possession of the Seller.

21.3 The Allottee shall not, in any manner whatsoever, encroach upon any of the Common Areas of the Said Building / Project, limited use areas, and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Building, or on open car parking



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space, or on the terrace by the Allottee, shall be liable to be removed at his/her/their cost by the Seller or by the Maintenance Agency.

21.4 The Allottee will neither himself do not permit anything to be done which damages any Common Areas or violates the rules or bye-laws of the local authorities or the Seller. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned.

21.5 The common lawns and other Common Areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in the Project for organizing meetings and small functions, the same shall be used on payment basis after prior permission from the Seller / Maintenance Agency.

## 22 DEFECT LIABILITY

22.1 It is agreed that only in case of any structural defect or any other related defect in workmanship, quality or provision of the structure developed by the Seller, as per the Agreement relating to such development is brought to the notice of the Seller within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Seller to rectify such defects without further charge, within 180 (One Hundred and Eighty) days, and in the event of Seller's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that, the Seller shall not be liable for any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design. The seller shall also not be liable for any natural wear and tear or towards defect / non-operation of consumables.

## 23 RIGHT TO ENTER THE COMMERCIAL UNIT FOR REPAIRS AND MAINTENANCE WORKS

23.1 The Seller/Maintenance Agency/association of allottees/competent authority shall have rights of access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or Maintenance Agency/ competent authority to enter into the Commercial Unit or any part thereof, after giving due notice and entering the commercial unit during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

## 24 USAGE OF BASEMENT AND SERVICE AREAS

24.1 The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc., and other permitted uses as per sanctioned plans. The Seller/Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever.

## 25 GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL UNIT

25.1 Subject to Clause 22 (*Defect Liability*) above, the Allottee shall, after taking possession, be solely responsible to maintain the Commercial Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Commercial Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter



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or make additions to the Commercial Unit and keep the Commercial Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Said Building is not in any way damaged or jeopardized.

25.2 The Allottee/association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 shall not store any hazardous or combustible goods in the Commercial Unit or place any heavy material in the common passages or staircase of the Said Building. The Seller/ Allottee/ association of allottee shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee/association of allottee shall also not remove any wall, including the outer and load bearing wall of the Commercial Unit.

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

## 26 COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PARTIES

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

## 27 MORTGAGE

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

## 28 ADDITIONAL CONSTRUCTIONS

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

## 29 ALLOTTEE'S COVENANTS

29.1 The Allottee confirms that he/she has been provided by the Seller with all the relevant information, documents, plans, site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being



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developed on the Said Land. The Allottee has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Seller in the Said Land on which the Project is being developed, and has understood all limitations and obligations of the Seller in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to execute this Agreement.

29.2 The Allottee shall not use or allow to be used the Commercial Unit for any purpose other than commercial or for carrying out any activity that may cause nuisance or hazard to other allottees in the Project. The Allottee shall not do nor cause to be done any act which may cause obstruction / blocking of Common Areas and/or of use of the other Commercial Units by their occupiers.

29.3 The Allottee shall maintain the Commercial Unit, including walls and partitions, in a good tenantable repair, state, order and condition in which it is delivered to them and in particular support, shelter and protect the other parts of the Commercial Unit. Further, the Allottee will neither himself do, nor permit anything to be done, which damages any part of the adjacent Commercial Units etc., or violates the rules or bye-laws of the local authorities.

29.4 The Allottee / occupant(s) shall coordinate and co-operate with other allottees in up-keep, operation and maintenance of all the Common Areas/facilities/services provided in the Said Building/Project and accordingly shall pay proportionate charges towards common maintenance & charges for major repairs of the same etc.

29.5 The Allottee shall not harm or permit any harm or damage to be caused to the peripheral walls, front, side and rear elevations of the Commercial Unit, in any form or remove any walls of the Commercial Unit including load-bearing / common walls. The Allottee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and shall not carry out any change in the exterior elevation and design.

29.6 The Allottee will allow the Seller and/or the Maintenance Agency access to and through the said Commercial Unit for the purpose of maintenance works of electricity and other items of common interest etc.

29.7 The Allottee understands and agrees that disputes, if any, between the allottee(s)/ occupant(s) of the unit(s) of the Said Building/Project with respect to the Said Building/ Project / its Common Areas shall be resolved & settled mutually among them and the Seller shall not be made a party thereto. Further, no claim of any nature whatsoever shall be levied against the Seller/Maintenance Agency in this regard.

29.8 The Allottee shall keep indemnified the Seller against all actions, proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the Seller, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.

29.9 That the Allottee hereby undertakes to abide by all the laws, rules and regulations as may be applicable to the said Commercial Unit, Said Building and the Project including but not limited to the Haryana Apartment Ownership Act, 1983, and the rules made thereunder. The Allottee shall sign, execute and register the requisite deed of Commercial Unit to abide by the rules and bye-laws of the association of Commercial Unit owners in compliance of the said Haryana



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Apartment Ownership Act, 1983 and the rules made there under. The Allottee hereby further undertakes to abide by all laws, rules and regulations of concerned regulatory authorities /municipality / any other designated authority from time to time or any other laws as are applicable to the Commercial Unit / Said Building/Project from time to time.

29.10 The project name *'Newtown Square'* will always remain the same and cannot be changed in any circumstances except at the discretion of the Seller.

## 30 RIGHTS OF THE SELLER

30.1 Subject to the rights of the Allottee herein contained in respect of the right to ultimately own the Commercial Unit after execution and registration of the sale deed, the Seller shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Said Building / Project.

30.2 The Seller shall continue to have the right to make additional structures and use the additional FAR as and when available/permissible by the concerned authority, in the manner as it may deem fit, as permissible and in accordance with the applicable laws. The Seller shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources. The Allottee hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the said Commercial Unit agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience or on any other ground, whatsoever.

30.3 That the Seller will sign, execute and file necessary declaration before the competent authority specifying the particulars in relation to the Said Building, Said Land, Project etc., along with the particulars in relation to the Common Areas and such community and commercial facilities as required to be specified as per the provisions of the Haryana Commercial Unit Ownership Act, 1983, and the rules prescribed therein.

## 31 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

31.1 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 Carpet Area of the Commercial Unit bears to the total Carpet Area of all the Commercial Units in the Project.

## 32 COMPLIANCE OF LAWS RELATING TO REMITTANCES

32.1 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 there under 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 Seller with such permission, approvals which would enable the Seller to fulfill its



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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.

32.2 The Seller accepts no responsibility in regard to matters specified in Clause 32.1 above. The Allottee shall keep the Seller 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 Seller immediately and comply with all necessary formalities as specified and under the applicable laws. The Seller shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Commercial Unit applied for herein in any way and the Seller shall be issuing the payment receipts in favour of the Allottee only.

## 33 APARTMENT OWNERSHIP ACT

33.1 The Seller has assured the Allottee 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 of Haryana. The Seller hereby is showing details of various compliance above as applicable

Details of approvals/ compliances to be provided:-

(A) Letter of Intent for setting up of commercial colony by Director General town & county planning Haryana, Chandigarh.
(B) License and Zoning plan approval for Commercial Colony by Director General Town & County Planning, Haryana, Chandigarh, along with Renewal of License.
(C) Approval of building plan of commercial colony by Town and Country Planning, Haryana, Chandigarh.
(D) NOC for the construction of commercial colony from Administrator, HUDA, Gurugram, Haryana (if applicable).
(E) Approval for building height clearance by Airport authority of India.
(F) Clearance from Forest Department.
(G) NOC under Aravali project plantation for construction of commercial colony.
(H) DHBVN - Letter of approval for supply of electricity to the commercial colony.
(I) Water supply approval of drinking water during construction of the commercial colony (if applicable).
(J) Permission for mineral extraction incidental to development activities (Permission for Excavation required during construction).
(K) NOC from National Board of Wildlife standing committee (if applicable).
(L) Environment clearance
(M) Consent to Establish permission from State Pollution Control Board
(N) HRERA Registration (REGN. NO. 35 OF 2021).
(O) IGBC – GOLD Pre-Certification.
(P) Fire Approval will be granted at appropriate time.



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(Q) Grant of Occupancy Certificate (OC).

## 34 BINDING EFFECT

34.1 By just forwarding this Agreement to the Allottee by the Seller does not create a binding obligation on the part of the Seller or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Seller have an obligation to execute the Agreement and also register the said Agreement as per the provisions of the relevant act of the State of Haryana. If the Allottee(s) fails to execute and deliver to the Seller this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Seller, then the Seller shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Seller has an option to forfeit 10% (ten percent) of the Booking Amount.

## 35 RIGHT TO AMEND

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

## 36 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT/ ALLOTTEES

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

## 37 WAIVER NOT A LIMITATION TO ENFORCE

37.1 Any express or implied waiver by the Seller of any default shall not constitute a waiver of any other default by the Allottee or a waiver of any of the Seller's rights. All original rights and powers of the Seller under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Seller, and the Seller shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by Seller, and any waiver by the Seller of any breach by the Allottee of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the Allottee of the Agreement.

37.2 The Seller may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (***Annexure F***) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Seller in the case of one



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allottee shall not be construed to be a precedent and /or binding on the Seller to exercise such discretion in the case of other allottees.

37.3 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.

## 38 SAVINGS AND ENTIRE AGREEMENT

38.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Commercial Unit prior to the execution and registration of this Agreement for such Commercial Unit shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.

38.2 This Agreement, along with its schedules / annexures, 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 Commercial Unit.

## 39 SEVERABLITY

39.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

## 40 FURTHER ASSURANCES

40.1 Both the 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.

## 41 PLACE OF EXECUTION

41.1 The execution of this Agreement shall be complete only upon its execution by the Allottee (in case of joint allottees by such joint allottee also) and the Seller through its authorized signatory at the Seller's office, or at some other place, which may be mutually agreed between the Seller and the Allottee. After the Agreement is duly executed by the Allottee and the Seller or simultaneously with the execution the said Agreement shall be registered as per provisions of the relevant State Act at the office of the Sub-Registrar at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

## 42 NOTICE



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All notices to be served on either of the Parties by the other shall be deemed to have been duly served if sent to the Allottee or the Seller by registered post at their respective addressees specified below:

In case of the Allottee:

2) Name of Allottee : **Ms. AJITA SRIVASTAVA**

Address: C/O **MS MANJU SRIVASTAVA, R/O C-101, AIPL THE PEACEFUL HOMES, NEAR M3M ESCALA, SECTOR-70A, GURGAON, HARYANA -122001**

In case of the Seller:
Name of Seller : **M/s NAVI ESTATES LLP**
Address : **921 – 922, TOWER B3, SPAZE ITECH PARK, SECTOR-49, SOHNA ROAD, GURUGRAM, HARYANA.**

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

42.3 JOINT ALLOTTEE: In case of joint allottees, all communication shall be sent to the first named Allottee in this Agreement, and the same shall be deemed as properly served on all allottees, and no separate communications shall be sent to the joint allottees.

**43 GOVERNING LAW AND JURISDICTION**

43.1 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 of Haryana for the time being in force.

**44 DISPUTE RESOLUTION**

44.1 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.

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Ajita

**IN WITNESS WHEREOF, THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS COMMERCIAL UNIT IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH AT SUCH PLACE AND ON THE DAY FIRST ABOVE WRITTEN.**

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

HARI SHANKAR AMBAVTA
ADVOCATE
SOHNA, GURUGRAM
19.10.2023

Allottee:(including the joint allottee if applicable)

(1)

Signature _____

Name **Ms. AJITA SRIVASTAVA**

Address : **C/O MS MANJU SRIVASTAVA, R/O C-101, AIPL THE PEACEFUL HOMES, NEAR M3M ESCALA, SECTOR-70A, GURGAON, HARYANA -122001**

(2)

Signature NA

Name :

Address :

Please affix photograph and sign across the photograph

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

**Seller**

For Navi Estates LLP

Signature (Auth.Sign.) _____ Auth. Sign

Name: DHAWAL DAVE

FOR **M/s Navi Estates LLP**

Address: 921 – 922, Tower B3, Spaze iTech Park, Sec. – 49, Sohna Road, Gurugram, Haryana.

Please affix photograph and sign across the photograph

**WITNESSES:**

Signature _____

Name Naresh S/o Shri Kishan
Address Vill.- Mandawar

Signature _____

Name
Address

**ANNEXURE - A**

## DESCRIPTION OF THE COMMERCIAL UNIT

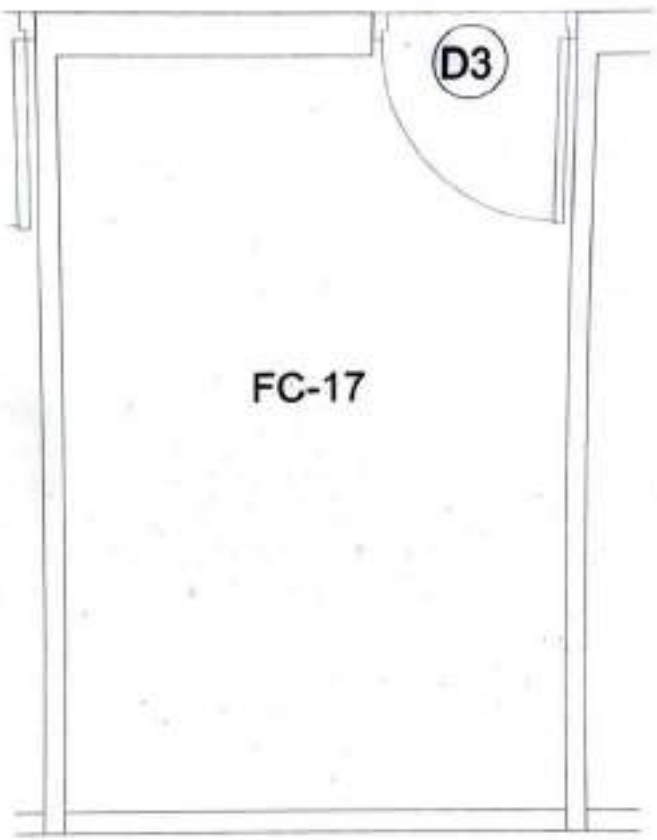
| | |
|---|---|
| UNIT NO. | FC - 17 |
| AREA | CARPET AREA 109.36 SQ. FT. & SUPER AREA 364.54 |
| FLOOR | LEVEL 3 |
| TYPE | FOOD COURT |

For Navi Estates LLP

Auth. Sign

**ANNEXURE - B**

**TENTATIVE UNIT PLAN**




For Navi Estates LLP

Auth. Sign

## ANNEXURE - C
## SPECIFICATIONS, AMENITIES, FACILITIES
## (WHICH ARE PART OF THE COMMERCIAL UNIT)

**SHOP/KIOSK**

- Floors: Anti Skid Tiles
- Walls & Ceiling: Oil Bound Distemper

## ANNEXURE - D
## SPECIFICATIONS, AMENITIES, FACILITIES
## (WHICH ARE PART OF THE PROJECT/COMMON AREAS)

**ENTRANCE & LIFT LOBBY & CORRIDORS**

- Floors: Marble / Anti Skid Tiles / Granite
- Walls: Granite and Texture Paint
- Ceilings: Oil Bound Distemper

**STAIRCASE / LOBBY**

- Floors: Granite / Kota
- Walls: Granite and Texture Paint
- Ceilings: Oil Bound Distemper

**COMMON BATHROOMS / TOILETS**

- Floors: Anti-Skid Ceramic tiles
- Walls: Combination of Ceramic Tiles & Oil Bound Distemper
- Ceilings: Oil Bound Distemper
- Fixtures: Single Lever CP Fittings, Water Conservatory Fittings
- Vitreous Chinaware Fixtures, Accessories

**PARKING**

- Multi-Level Basement Parking with Direct Access Lifts to Retail Areas & Suites (All Floors)

**LIFE SAFETY**

- Fire Alarm & Fire Fighting System- Fire Escapes/Staircases

**SECURITY**

- Three Tier Security System

**HVAC**

- Ventilation of Toilets & Corridors
- Ambient Natural Cooling for Open Areas & Terraces

**ENVIRONMENTAL**

- Solar Heating
- Photo-Voltaic Lighting
- Water Treatment Plant
- Sewage Treatment Plant with 100% Recycling System

**BACKUP**

- 100% DG Power Backup of Sanctioned Load
- 1.5 Days Total Water Storage Backup



For Navi Estates LLP

Auth. Sign

## ANNEXURE - E

## TOTAL PRICE / COST OF PROPERTY

| S. No | Particulars | Amount (Rs) |
|---|---|---|
| 01 | Basic Sale Price | 39,34,845/- |
| | Gst @ 12% On Bsp | 4,72,181/- |
| 02 | Development Charges | 2,00,497/- |
| 03 | Electrification Charges | 54,681/- |
| | Gst @ 18% On Eic | 9,843/- |
| 04 | Interest Free Maintenance Security ("IFMS") | 36,454/- |
| | | |
| 05 | Total | 47,08,501/- |

**(RUPEES FORTY SEVEN LACS EIGHT THOUSAND FIVE HUNDRED ONE ONLY)**

For Navi Estates LLP

Auth. Sign

**ANNEXURE - F**

**PAYMENT PLAN**

**STAGE ONE**

- AT THE TIME OF BOOKING
  - Rs. 4,50,000/- (INC. GST) (Received vide CHEQUE with application form)

**STAGE TWO**

- ON OR BEFORE 15TH SEPTEMBER 2023
  - Rs. 16,12,860/- (INC. GST)

**STAGE THREE**

- AT THE TIME OF OFFER OF POSSESSION
  - BALANCE AS PER ANNEXXURE E

For Navi Estates LLP

Auth. Sign


भारत सरकार
Government of India
आधार
अजिता श्रीवास्तव
Ajita Srivastava
जन्म तिथि/DOB: 16/10/1979
महिला/ FEMALE
Download Date: 01/04/2021
Issue Date: 21/03/2021
8147 8220 4484
VID : 9196 9854 3618 0851
मेरा आधार, मेरी पहचान
REDMI K20 PRO
AI TRIPLE CAMERA

भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:
द्वारा: मंजू श्रीवास्तव, सी-101 , एआईपीएल द पीस्फुल होम्स्, एम3एम एस्काला के पास, सेक्टर 70ए, गुडगाँव, गुड़गांव,
हरियाणा - 122001

**Address:**
C/O: Manju Srivastava, C-101 , AIPL The Peaceful Homes, Near M3M Escala, Sector 70A, Gurgaon, Gurgaon,
Haryana - 122001

**8147 8220 4484**

**VID : 9196 9854 3618 0851**

1947 | help@uidai.gov.in | www.uidai.gov.in

REDMI K20 PRO
AI TRIPLE CAMERA

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BBSPS4668G



नाम/ Name
AJITA SRIVASTAVA

पिता का नाम/ Father's Name
VIJAY KUMAR SRIVASTAVA

जन्म की तारीख/
Date of Birth
16/10/1979

हस्ताक्षर/ Signature

REDMI K20 PRO
AI TRIPLE CAMERA

**NAVI ESTATES** LLP
LLPIN: AAE-6590
GSTIN: 07AAMFN4305R1ZQ

# ALLOTMENT LETTER

**Dear Ms. Ajita Srivastava,** 17/08/2023

Greetings of the day!!

We at **Navi Estates LLP** feel immense pleasure in welcoming you in our family with our strong commitment and dedication to serve you better.

We are glad to inform you that we have allotted the **Food Court Unit** measuring **364.54 Sqft** on **Level 3 with unit no. FC-17** in our Project **"THE LEAF"** located at Sector-34, South of Gurgaon, Sohna.

Please feel free to call us for any kind of clarification, suggestions and guidance, if any.
Once again, we welcome you to **Navi Estates LLP** Family.

**Thanking you**

**Yours Sincerely**
For Navi Estates LLP

**CRM**
**Navi** Estates LLP

Auth. Sign

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+91-8130 10 7500

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info@naviestates.com

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Spaze I-Tech Park, Sohna Road,
Sec 49, Gurugram