

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this day of..... 20.....

By and Between

DELANCO REALTORS PRIVATE LIMITED (CIN No. U70101DL2006PTC148944), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1-E, Jhandewalan Extension, Naaz Cinema Complex, New Delhi-110055 (PAN AACCD4241R), represented by its authorized signatories Mr./Ms..... (Aadhar No.) and Mr./Ms..... (Aadhar No.) authorized vide board resolution dated hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[if the Allottee is a company]

....., (CIN No.)
a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at,
(PAN), represented by its authorized signatory,
Mr./Ms....., (Aadhar no.)
.....) duly authorized vide board resolution dated
....., hereinafter referred to as the “**Allottee**” (which expression shall unless

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repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

M/S....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (PAN), represented by its authorized partner, (Aadhar no.) authorized vide, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

1. Mr./Ms....., (Aadhar no.) son / daughter of, aged about, residing at, (PAN), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

2. Mr./Ms....., (Aadhar no.) son / daughter of, aged about, residing at, (PAN), hereinafter called the “Allottee” (which expression shall

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unless repugnant to the context or meaning thereof be deemed to mean and include his/
her heirs, executors, administrators, successors-in-interest and permitted assigns).

3. Mr./Ms.....,
(Aadhar no.) son / daughter of
....., aged about,
residing at,
(PAN), hereinafter called the “Allottee” (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include his/
her heirs, executors, administrators, successors-in-interest and permitted assigns).

4. Mr./Ms.....,
(Aadhar no.) son / daughter of
....., aged about,
residing at,
(PAN), hereinafter called the “Allottee” (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include his/
her heirs, executors, administrators, successors-in-interest and permitted assigns).

5. Mr./Ms.....,
(Aadhar no.) son / daughter of
....., aged about,
residing at,
(PAN), hereinafter called the “Allottee” (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include his/
her heirs, executors, administrators, successors-in-interest and permitted assigns).

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[If the Allottee is a HUF]

Mr./Ms., (Aadhar no.) son of_aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at (PAN), hereinafter referred to as the “Allottee” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

WHEREAS:-

- A. The Promoter is the absolute and lawful owner of Khasra nos. 15/7/2/1 in Village Jungle Nalka, Sub Tehsil Krishangarh, Tehsil Kasauli, District Solan, H.P & Khasra No 2270/1643 in Village Krishangarh, Sub Tehsil Krishangarh, Tehsil Kasauli, District Solan, H.P totally admeasuring 93228.46 square meters (123-17-08 Bighas) situated at Shakrila, Kuthar, P.O. Kuthar, Tehsil – Kasauli, District Solan, Himachal Pradesh – 173206, (“**Said Land**”) vide sale deed(s) dated 09/04/2008 registered as documents no. 90 & 91 at the office of the Sub-Registrar;
- B. The Said Land is earmarked for the purpose of building a residential project, comprising of 54 plots and apartments/villa, Common Areas as specified in Schedule F, parking spaces, and the said project shall be known as SAMAVANA-1 (“**Project**”);
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

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- D. The Town & Country Planning Department, Himachal Pradesh has granted the License Certificate to develop the Project vide approval dated 20.12.2008 bearing registration no. HIMUDA- Lic.36/2008;
- E. The Promoter has obtained the Sanctioned Layout plans and approvals for the Project and for the plot from Department of Town and Country Planning. 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 and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Real Estate (Regulations and Development) Act, 2016 and the Himachal Pradesh Rules framed thereunder with the Himachal Pradesh Real Estate Regulatory Authority at Shimla on 19.08.2017 under registration no. RERAHPSOP08170004;
- G. The Allottee had applied for a plot in the Project vide application no..... dated and has been allotted plot no. area of square feet / square meter and of pro rata share in the common areas (“**Common Areas**”) as defined in Schedule F (hereinafter referred to as the “**Plot**” more particularly described in **Schedule A**);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations details herein;
- I. The Company is registered with Himachal Pradesh Housing & Urban Development Authority (“HIMUDA”) as ‘promoter’ under the applicable provisions vide Registration No. RM0079/2017 dated 01.06.2017 to promote, develop, market, and sell plots / villas /

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apartments on the **Said Land**. The Promoter had obtained permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972 and after getting requisite approvals, the Promoter has undertaken the development of the **Said Land**. The Allottee fully acknowledges that the Promoter has provided all the information and clarifications as required by the Allottee and the Allottee is fully satisfied with the same including but not limited to the rights, title and interest of the Promoter in the Said Land. The Allottee has further understood all limitations and obligations of the Allottee and the Promoter in respect of the Said Land. The Allottee further agrees and understands that it shall be the duty of the Allottee to obtain permissions and approvals from the competent authority under the law applicable and time being in force, at any time prior to the conveyance of the Plot in his favor and the Promoter shall have no liability or responsibility of any nature whatsoever in this regard.

[Please enter any additional disclosures/ details];

- J. The Parties, hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abode by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter,
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specifies in para G.

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

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1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in para G.

1.2 The Total Price for the Plot based on the plot area is Rs.
(Rupees..... only
(“Total Price”))

Plot no..... Type.....	Rate of Plot per square feet/square meter*
Total price (in Rupees)	

**Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/ as applicable.*

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;
- (ii) The Total Price above includes Taxes (excluding the fee, duty or tax to be paid to the Government Authorities on account of registering of sale deed as also excluding any enhancements in any fee, duty or charges enhanced towards the development / construction of the Project effectuated from retrospective effect) up to the date of handing over the possession of the Plot to the Allottee

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and the Project to the association of allottees or the competent authority as the case may be after obtaining the completion certificate:

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective.
- (iv) The Total Price of Plot includes recovery of price of land, development of not only the Plot but also the Common Areas as specified in Schedule F, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, fire detection and fire-fighting equipment in the Common Areas, maintenance charges up to the date of offer of possession and includes cost for providing all other facilities, amenities and specifications to be provided with the Plot and the Project. but does not include cost of those areas, which are either specifically excluded, or reserved by the Promoter such as certain approach roads, parking(s) / parking area(s), Club or any other component, facility or amenity on the Said Land, of which the Company/Promoter is the exclusive owner and the same has been reserved for utilization by the Promoter.

1.3 The Total Price is escalation-free, save and except increase which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in

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development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ SBI PLR +2% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned layout plans, amenities described herein Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter 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.
- 1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

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- (i) The Allottee shall have exclusive ownership of the Plot;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas as specified in Schedule F. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas as specified in Schedule F to the association of allottees or any other competent authority, as the case may be, after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the Total Price of the Plot includes recovery of price of land, development of not only the plot but also] the Common Areas as specified in Schedule F, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, fire detection and fire-fighting equipment in the Common Areas as specified in Schedule F, maintenance charges up to the date of offer of possession and includes cost for providing all other facilities, amenities to be provided with the Plot and the Project but does not include cost of those areas, which are either specifically excluded, or reserved by the Promoter such as certain approach roads, parking(s) / parking area(s), Club or any other component, facility or amenity on the Said Land, of which the Company/Promoter is the exclusive owner and the same has been reserved for utilization by the Promoter.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot, as the case may be.

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- 1.8 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, 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 therefore by such authority or person.
- 1.10 The Allottee has paid a sum of Rs..... (Rupees only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

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Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule c] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of Delanco Realtors Private Limited Collection Account payable at Chandigarh.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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3.2 The Promoter accepts no responsibility in regard to matter specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the application laws. The Promoter shall not be responsible towards any third-party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said plot/apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan amenities and facilities of the Plot and accepted the payment plan and the amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said

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layout plans, amenities, and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Town and Country Planning Department, H.P and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, the breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT:

7.1 **Schedule for possession of the said Plot** – The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the Common Areas as specified in Schedule F to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete Common Areas as specified in Schedule F with all amenities and facilities of the Project in place by, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, lockdown or any other calamity caused by nature or any government/ court order affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which makes it impossible for contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within sixty days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such

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termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate or such other certificate by whatever name called/ issued by the competent authority from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate].

The Promoter agrees and undertakes to indemnify and Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, or any competent authority, as the case may be, after the issuance of the completion/part completion certificate for the Project.

7.3 Failure of Allottee to take Possession of Plot – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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7.4 Possession by the Allottee – After obtaining the occupancy certificate or such other certificate by whatever name called/ issued by the competent authority and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, 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 promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within sixty days of such cancellation.

7.6 Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot:

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

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- (ii) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within sixty days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within sixty days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Plot and Common Areas;

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- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be;
- (x) The Said Land is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said Project to be competent Authorities till the completion certificate has been issued and possession of Plot, along with common areas (equipped with all the amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be; and
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order Notification (including any

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notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter in respect of the Said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide possession of the Plot to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice:

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Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Plot which shall be paid by the Promoter to the Allottee within sixty days of it becoming due.

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

- (i) In case the Allottee fails to make payments of any instalment due as per the Payment Plan annexed hereto as Schedule C, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as per para 1.2 under the Agreement from the Allottee, shall offer to execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas as specified in Schedule F within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out

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by the Promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or any other competent authority, as the case may be, upon the issuance of the completion certificate of the Project. The cost of such maintenance, limited to the above, has been included in the Total Price of the Plot.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The Promoter / maintenance agency / association of allottees/any competent authority shall have rights of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the

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association of allottees or any competent authority and / or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the SAMAVANA-1, shall be earmarked for purpose of services including but not limited to electric sub-station, 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 used as per sanctioned plans. The Allottee shall not be permitted to use the services areas, in any manner whatsoever, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in to the Plot, of the common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter to make additions to the Plot and keep the Plot, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenatable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.

15.2 The Allottee 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 / façade of the, Project or anywhere on the exterior of the Project, buildings

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therein or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passage.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of allottees and or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any lose or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the Project after the sanction layout plan, amenities and facilities has been approved by the competent authority(ies) and disclosed except for a provided in the Act.

18. PROMOTER SHALL NOT MORTGAGAGE OR CREAT A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot 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 Plot.

19. The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the Real Estate (Regulation and Development) Act, 2016 and the

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Himachal Pradesh Rules framed thereunder along with the provisions of Himachal Pradesh Town and Country Planning Act 1977 and rules 2014 and the Himachal Pradesh Tenancy and Land Reforms Act, 1972. The Promoter showing compliance of various laws/ regulations as applicable in Himachal Pradesh.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, the Allottee and the Promoter execute and also register the said Agreement as per the provision of the relevant act. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute and register the said Agreement before the Sub-Registrar then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) 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.

21. ENTIRE AGREEMENT:

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

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22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEES:**

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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with Plot for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws,

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be proportion which the plot area of the Plot bears to the total area of all the apartment / villas/ plot in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at (specify the

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address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this

Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

..... Name of Allottee
..... (Allottee Address)

M/s Promoter Name
..... (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Plot may be prior to the execution and registration of this

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Agreement for Sale for such Plot, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. ADDITIONAL TERMS:

- (1) **Right of Way:** The Allottee understands and agrees that road/paths in the Project are a part of a planned development of a larger area and the roads/paths shall be also be used by occupants of the adjoining development of building blocks, villas, plots of land and other amenities. The Allottee specifically agrees that the Allottee shall have no objection in usage of the common road/path by the occupants of adjoining plotted/flatted complex.

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(2) **Club:** The Allottee shall also be required to pay Rs. 2,50,000 /- as club membership fees for 5 years, annual club charges at Rs. 30,000 /- per annum and a refundable security deposit of Rs. 20,000/- more clearly described in the Payment Plan attached herewith. Additional club membership fees and related charges/deposits (collectively referred to as “Club Charges”) will be charged for each additional family even if residing in the same Plot, for use of the club which may be located anywhere inside or outside the Project. The residents/occupants of the Project shall have an assured membership of the club subject to payment of aforesaid charges. The total number of memberships will be limited to four per plot. The Promoter reserves the right to grant additional membership. The Promoters decision in this regard shall be final and binding on the Allottee. The members shall abide by the terms and conditions laid down by the management of the club. The Allottee shall be liable to pay the usage charges in accordance with the usages and services availed by the Allottee. The Allottee shall be required to sign and execute necessary documents for membership of the club which shall contain terms and conditions of membership and Allottee shall be bound by the same. The Allottee agrees and understands that the Club does not form part of the Common Areas of the Project and is owned by the Promoter. The membership to the Club is subject to payment of the charges mentioned hereinabove and shall be subject to the terms and conditions as may be imposed by the Promoter/Club Operator.

(3) The Allottee agrees and understand(s) that that in the zoning plan as may be approved by the Competent Authority(ies), there would be restrictions in consonance with the Building Laws / Regulations including but not limited to, the number of floors and the area to be constructed by the Allottee in the Plot and other norms as may be imposed by the Competent Authority(ies). The construction by the Allottee shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Allottee specifically agrees that the Plot shall not be partitioned / sub-divided / fragmented / remodelled / additionally constructed in any manner to create more

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dwelling units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the Competent Authority. Further the Allottee specifically undertakes to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the Plot/Project as may be applicable from time to time.

The Allottee further agrees and understand(s) that it is not permissible to join and make contiguous the plots which are located behind each other and the Allottee hereby undertakes to abide by this condition. Similarly, it is made clear that it may be permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Allottee that the approval of the building plan(s), occupation certificate etc., shall be at his sole cost and responsibility and the Company shall have no role in the same whatsoever.

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

SIGND AND DELIVERED BY NAME

Allottee(s): (including Joint buyers)

(1) Signature _____
Name _____
Address _____

Allottee to affix
Passport size
photograph and
sign across the
same

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(2) Signature _____
Name _____
Address _____

Allottee to affix
Passport size
photograph and
sign across the
same

(3) Signature _____
Name _____
Address _____

Allottee to affix
Passport size
photograph and
sign across the
same

(4) Signature _____
Name _____
Address _____

Allottee to affix
Passport size
photograph and
sign across the
same

(5) Signature _____
Name _____
Address _____

Allottee to affix
Passport size
photograph and
sign across the
same

SIGNED AND DELIVERED BY THE NAME

Promoter:

(1) Signature _____
Name _____
Address _____

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(2) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SCHEDULE 'A' -	DESCRIPTION OF THE PLOT ALONGWITH BOUNDARIES OF ALL PLOTS
SCHEDULE 'B' -	SITE PLAN OF THE PLOT
SCHEDULE 'C' -	PAYMENT PLANS
SCHEDULE 'D' -	NIL
SCHEDULE 'E' -	AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
SCHEDULE 'F' -	COMMON AREAS

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

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SCHEDULE 'A' - Description of the Plots along with Boundaries of all Plots

Plot	North	South	East	West
A1	Plot A2	Green, 1BHK apartments	Common Green	Driveway
A2	Plot A3	Plot A1	Common Green	Driveway
A3	Plot A4	Plot A2	Common Green	Driveway
A4	Plot A5	Plot A3	Common Green	Driveway
A5	Plot A6	Plot A4	Common Green	Driveway
A6	Plot A7	Plot A5	Common Green	Driveway
A7	Green Driveway	Plot A6	Common Green	Driveway
A8 Sample Villa	Plot A9, Driveway	Driveway	Driveway	Plot A10
A9	Driveway	Plot A10, Plot A8	Plot A8, Driveway	Plot A10, Driveway
A10	Driveway, Plot A9	Plot A10a	Plot A8	Plot A21
A10a	Plot A10	Plot A11	Driveway	Plot A21
A11	Plot A10a	Plot A12	Driveway	Plot A20
A12	Plot A11	Plot A12a	Driveway	Plot A15
A12a	Plot A12	Plot A14	Driveway	Plot A18
A14	Plot A12a	Plot A15, A15a	Driveway	Plot A17a
A15	Plot A14	Plot A16, Pathway	Driveway	Plot A15a
A15a	Plot A14	Plot A16	Plot A15	Site Boundary
A16	Plot A15, A15a	Site Boundary	Driveway, OHT	Site Boundary
A17	Green Driveway	Site Boundary	Plot A17a	Site Boundary
A17a	Plot A17, Plot 18	Plot A14, Site Boundary	Plot A18, Plot 14	Site Boundary, Plot 17
A18	Plot A19	Plot A17a	Plot A12a	Green Driveway
A19	Plot A20	Plot A18	Plot A12	Green Driveway
A20	Plot A21	Plot A19	Plot A11	Driveway
A21	Driveway	Plot A20	Plot A10, A10a	Driveway
A22	Plot A22a	Driveway	Driveway	Site Boundary
A22a	Plot A23	Plot A22	Driveway	Site Boundary
A23	Plot A24	Plot A22a	Driveway	Site Boundary
A24	Green Driveway	Plot A23	Plot A26, A25	Site Boundary
A25	Plot A26, A26a	Driveway	Plot A27	Plot A24, Plot 25
A26	Plot A26a	Plot A24	Plot A25	Driveway
A26a	Driveway	Plot A25, Plot A26	Plot A27	Plot A26, Driveway
A27	Green Driveway	Driveway	Plot A28	Plot A26a, A25
A28	Driveway	Driveway	Driveway, Plot27	Plot A27, Driveway
A29	Driveway	Green, 2BHK apartments	Driveway	Driveway
HC4	Green	Driveway, Plot A30	Green Driveway	Plot A30, Green
A30	Green, Plot HC4	Plot A31	Plot HC4, Driveway	Green
A31	Plot A30	Plot A32	Driveway	Green
A32	Plot A31	Green	Driveway	Green
A33	Green	Plot A34, Green	Driveway	Green
A34	Plot A33	Plot A35	Driveway	Green
A35	Plot A34	Plot A36	Driveway	Green
A36	Plot A35	Plot A37	Driveway	Green
A37	Plot A36	Plot A38	Driveway	Green
A38	Plot A37	Site Boundary	Green Driveway	Green
A39	Green	Plot HC1	Site Boundary	Driveway
HC1	Plot A39	Site Boundary	Site Boundary	Green
A40	Plot A41, Driveway	Green	Site Boundary	Driveway
A41	Plot A42	Plot A40	Site Boundary	Driveway
A42	Plot A43	Plot A41	Site Boundary	Driveway
A43	Plot HC2	Plot A42	Site Boundary	Driveway
HC2	Plot A44	Plot A43	Site Boundary	Driveway
A44	Green	Plot HC2	Site Boundary	Driveway
A45	Driveway, Plot HC3	Green, Site Boundary	Site Boundary, Plot HC3	Green, Driveway
HC3	Plot A46	Plot A45	Site Boundary	Driveway
A46	EWS	Plot HC3	Site Boundary	Driveway

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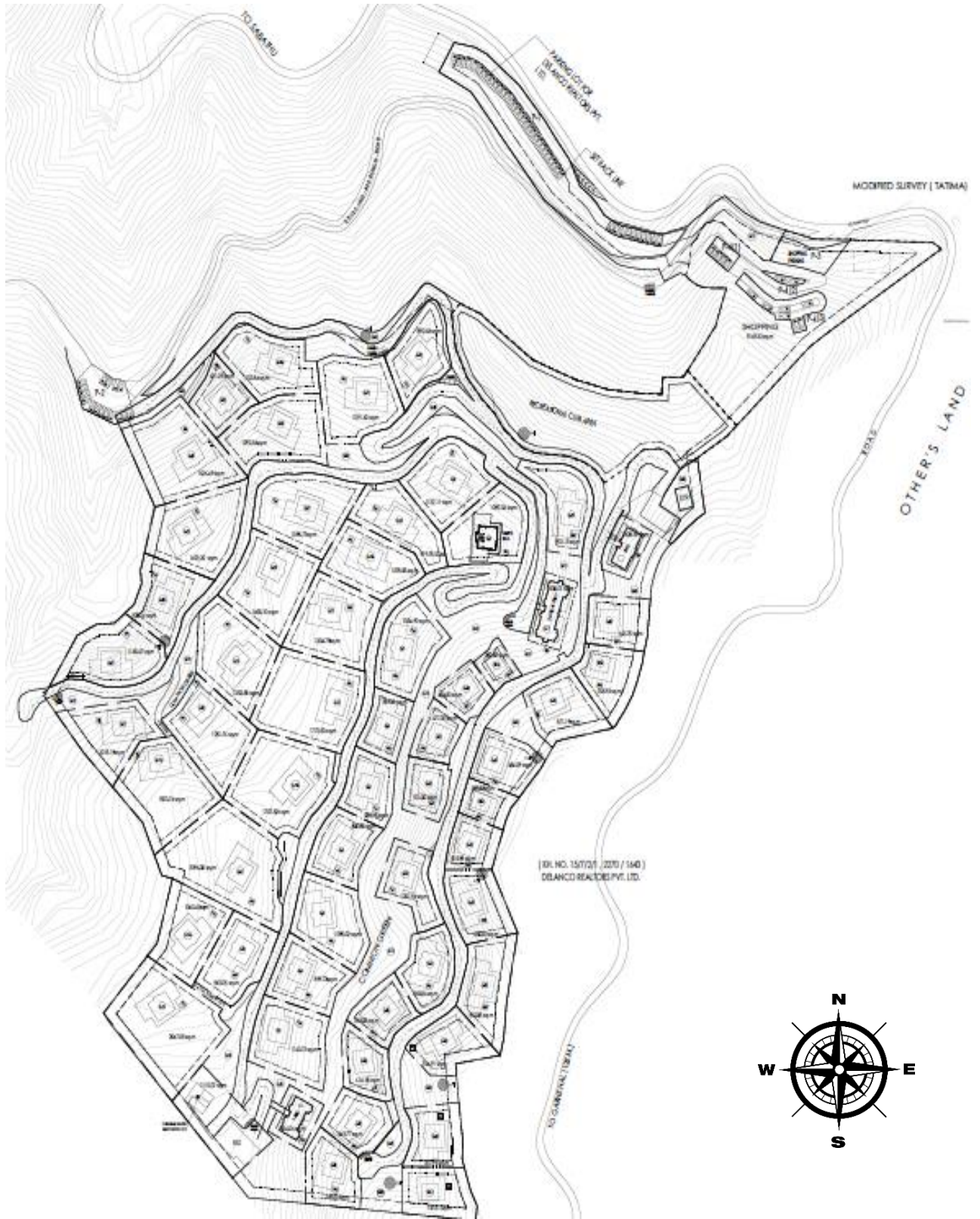
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SCHEDULE 'B' – Site Plan of the Plot



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SCHEDULE 'C' – Payment Plans

Instalment Plan	
Booking Amount	Rs 7 Lakhs
Within 90 Days from booking	25% of BSP less 7 Lakhs
Within 180 Days from booking	25% of BSP
Within 270 Days from booking	25% of BSP
Within 360 Days from booking	25% of BSP+ IBMS+ Club Charges
Down Payment Plan	
Booking Amount	Rs 7 Lakhs
Within 45 Days from booking	25% of BSP less 7 Lakhs
Within 90 Days from booking	75% of BSP+ IBMS+ Club Charges

SCHEDULE 'D' - Nil

SCHEDULE 'E' - Specifications, Amenities, Facilities (which are part of the Project)

- Sewage Treatment Plant
- DG Sets for Power Backup
- Common area lighting - Solar and electrical
- Underground/ Overhead water tanks and Water treatment plant
- Rainwater harvesting pits
- ESS

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SCHEDULE 'F' - Common Areas

Part A: Common Areas exclusively for the Project:

1. Parks/Play Areas
2. Electric Sub Station including
 - i. Panel Room
 - ii. Transformer
 - iii. D.G. Sets
3. Sewerage Treatment Plant
4. Borewells
5. Guard Room

Part B: Common Areas to be shared with adjacent / future projects:

1. Under Ground Water Tanks
2. Pump Room & Water Treatment Plant
3. Over Head Water Tank

Part C: Exclusions from Common Areas of the Project:

It is specifically made clear by the Promoter and agreed by the Allottee that this Agreement is limited and confined in its scope only to the Apartment/Villa and areas, amenities, and facilities as described in Part-A& B of this Schedule. It is understood and confirmed by the Allottee that all other land(s), areas, facilities, and amenities as mentioned in Part C are specifically excluded from the scope of this Agreement. The Allottee agree(s) and confirm(s) that the ownership of such other lands, areas, facilities, and amenities, shall vest solely with the Promoter, its associate companies, its subsidiary companies, and the Promoter shall have the absolute discretion and the right to decide on their usage, manner, and method of disposal etc.

1. Car Parking
2. Club
3. Roads (Right of Way)
4. Shops (if any)

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