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# SOUTH POINT

## COMMERCIAL SPACE BUYER'S AGREEMENT

BETWEEN

***DLF SOUTH POINT***

AND

NAME..... *Chandra Devi Hirawat*.....

ADDRESS..... *M-13, first floor, South Extn.*.....

..... *PART-II* ..... *NEW DELHI - 110049*.....

PREMISES NO..... *29* ..... LOCATED ON *Lower Ground* FLOOR

*33*

The within named Purchaser/Purchasers has/have with the permission of the within named Seller, nominated.

1. Shri/Smt. M/s Kox MED & LAB PVT. LTD.  
Son/Daughter/Wife/of Shri The Authorized Director Mr. Parveen Kumar Khanna  
R/o 203A/6A, 1<sup>st</sup> Floor, Savitri Nagar, New Delhi-110017
2. Shri/Smt. ....  
Son/Daughter/Wife/of Shri. ....  
R/o. ....

as his/her their nominee/nominees to be substituted in his/her their place. The said nominee/nominees shall henceforth be deemed as the purchaser/purchaser in place of the within named Purchaser/Purchasers for the purpose of within written agreement and shall be bound by all the terms conditions thereof. All the receipts so far issued by the within named seller in favour of the said nominee/nominees and all the payments evidenced by such receipts shall henceforth be deemed as payments made by the said nominee/nominees.

In witness whereof the within named Purchaser/Purchasers, the within named Seller and the said nominee/nominees.

1. Shri/Smt. M/s Kox MED & LAB PVT. LTD.
2. Shri/Smt. ....

have put their respective signatures on this endorsement at New Delhi  
this 19/1/07 Chandra Hraul

WITNESSES :

1. Khushal Chatterjee 322 Chatterjee officer
2. ....

WITHIN NAMED PURCHASER/PURCHASERS

WITHIN NAMED SELLER KOX MED & LAB PVT. LTD.

NOMINEE/NOMINEES OF THE Director  
NAMED PURCHASER/PURCHASERS



COPY

SOUTH POINT

COMMERCIAL SPACE BUYER'S AGREEMENT

AGREEMENT made at New Delhi on this 2nd day of Jan'07  
between DLF South Point, a partnership firm duly registered under the Indian Partnership Act, 1932 having its  
Office at DLF Centre, Sansad Marg, New Delhi - 110 001 (hereinafter referred to as 'the Intending Seller' which  
expression shall, unless repugnant to the context or meaning thereof, be deemed to include its partners for the  
time being and their respective legal representatives, heirs, executors, successors and assigns) acting through  
its partner M/s. DLF Limited through its duly Authorised Signatory Shri S. C. Ansal  
s/o Shri Lt. Sh. Sant Raj r/o P 228, New Rajendra Nagar, N. Delhi the One Part.

AND

1. Shri/Smt. Chandra Devi Hirawat  
Son/Daughter/Wife of Shri Rajan Lal Hirawat  
Resident of M-13, first floor, South Exn. Part-II  
New Delhi - 110049

\*2. Shri/Smt. \_\_\_\_\_  
Son/Daughter/Wife of Shri \_\_\_\_\_  
Resident of \_\_\_\_\_

(\* to be filled up in case of Joint Purchasers)

(hereinafter singly/jointly, as the case may be, referred to as 'the Intending Allottee' which expression shall unless  
repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal  
representatives, successors and assigns) of the Other Part.

\*\* M/s. \_\_\_\_\_ a partnership firm duly registered under the Indian Partnership  
Act, 1932 (hereinafter referred to as 'the Intending Allottee' which expression shall unless repugnant to the context  
or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives,  
administrators, executors, successors and assigns) acting through its partner authorised by resolution  
dated \_\_\_\_\_ Shri/Smt. \_\_\_\_\_ of the Other Part (copy of the resolution signed  
by all Partners required).

\*\* M/s. \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its  
registered office at \_\_\_\_\_ (hereinafter referred to as 'the Intending Allottee' which expression  
shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns)  
through its duly authorised signatory Shri/Smt. \_\_\_\_\_ authorised by Board resolution  
dated \_\_\_\_\_ of the Other Part (copy of Board Resolution along with a certified copy of Memorandum &  
Articles of Association required).  
(\*\* Delete whichever is not applicable)

x Chandra Hirawat



- I. AND WHEREAS the Intending Allottee verified from the Intending Seller and the Intending Seller has allowed the Intending Allottee inspection of the said plot of land, tentative building plans, ownership record of the said plot of land and other documents relating to the title, competency and all other relevant details and after inspection and verification the Intending Allottee assures that he / she / it is fully satisfied in all respects with regard to the right, title and authority of the Intending Seller to enter into this Agreement;
- J. AND WHEREAS the Intending Seller has specifically made clear that any changes / directions / conditions imposed by Director, Town & Country Planning, Haryana, Chandigarh, while approving the proposed tentative building plans shall be binding on both the Intending Allottee and the Intending Seller and the Intending Allottee hereby confirms that any changes in order to comply with such changes / directions / conditions and that the building plans of the said Building as may be amended and approved from time to time shall be binding on Intending Allottee and he/she shall not raise any objection on any ground whatsoever in that regard in future.
- K. AND WHEREAS the Intending Seller has further clarified to the Intending Allottee that this Agreement is confined and limited in its scope only to the sale of commercial space in a specific multi-storeyed commercial building to be named as 'South Point' at Sector 53, Village Wazirabad, Gurgaon, Haryana consisting of shops, departmental stores, restaurant(s), entertainment theatre(s), commercial spaces, common areas and facilities to be constructed on the said plot of land earmarked and delineated in Annexure - IA in accordance with the building plan(s) to be approved by the Director, Town & Country Planning, Haryana, Chandigarh. The proposed location plan of the said plot of land is given in Annexure - IA of this Agreement.
- L. AND WHEREAS the Intending Seller is competent to enter into this Agreement.

#### Intending Allottee's Representations

- M. AND WHEREAS the Intending Allottee has applied to the Intending Seller vide application dated 21.0.06 ✓  
agreeing to the terms and conditions as set out in the application for the allotment of Premises No. 29 ✓  
on 1st floor having an approximate super area (super area is specifically defined in Annexure II)  
of 71.729 sq. meters ( 772 sq. feet approximately) which includes an area of approximately  
46.882 sq. mtrs. ( 505 sq. ft. approximately) (hereinafter referred to as the "specific area"  
and is more specifically defined in Annexure II) located on LG floor (hereinafter referred to as 'the  
said Premises') in the said Building.
- N. AND WHEREAS the Intending Allottee has demanded from the Intending Seller and the Intending Seller has allowed the Intending Allottee inspection of tentative building plans, ownership record of the said plot of land and all other documents relating to the title, competency and all other relevant details of the said Premises, the Intending Allottee has confirmed that he / she is fully satisfied in all respects with regard to the right, title and interest of the Intending Seller in the said plot of land on which the said Building is to be constructed and has understood all limitations and obligations of the Intending Seller in respect thereof. The Intending Allottee agreed that there shall be no further investigations or objections by him / her in this regard and further that he / she is fully satisfied of the competency of the Intending Seller to enter into this Agreement.
- O. AND WHEREAS the Intending Allottee acknowledges that the Intending Seller has readily provided all information, clarifications as required by him / her and that he / she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Intending Seller, its selling agents / brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Building or the said Premises or the size or dimensions of the said Premises or any other physical characteristics thereof, the services to be provided to the Intending Allottees, the estimated facilities / amenities to be made available to the Intending Allottee(s) or any other data except

x Chandra Hrawat



as specifically represented in this Agreement and Application and that the Intending Allottee has relied solely on his/her own judgement and investigation in deciding to enter into this Agreement and to purchase the said Premises. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self-contained and complete in itself in all respects.

- P. AND WHEREAS the Intending Allottee has confirmed to the Intending Seller that he / she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said DLF City or Gurgaon, Haryana in general and the said licence, said Building / said Premises in particular and the terms and conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- Q. AND WHEREAS the Intending Seller, relying on the confirmations, representations and assurances of the Intending Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/her application to allot the said Premises and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

Price payable for the said Premises and details of items included in the price and items not included in the price.

- 1.1 In accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, the Intending Seller hereby agree to sell and the Intending Allottee hereby agrees to purchase the said Premises detailed below having a super area of approximately 71.729 sq. mtrs. (772 sq. ft.) (the definition of super area is given in Annexure II) which includes a specific area of approximately 46.882 sq. mtrs. (505 sq. ft.) (the definition of specific area is given in Annexure II) along with undivided proportionate share in the land though not calculated in the computation of super area only underneath the said Building in which the said Premises is located calculated in the ratio which the super area of the said Premises bears to the total super area of all the Premises in the said Building;

Premises No. /Floor No.	Super Area (Approx.) Sq. ft./ Sq. mtr.	Rate Per Sq. Mtr/Sq. ft. of Super Area (Rs.)	Total Price (Rs.)
<u>29</u>	<u>772 sq. ft.</u>	<u>4200 p sq. ft.</u>	<u>3088000/-</u>
<u>Lower Ground</u>	<u>71.729 sq. mtr.</u>	<u>43056 p sq. mtr.</u>	

- 1.2 The total prices are esclation-free, save and expect increases which the Intending Allottee hereby agrees to pay, due to increase in super area (as explained in Clause 1.6), increase in external development charges (as explained in Clause (1.10)) increase on account of additional fire safty measures undertaken (as explained in Clause (1.12)) increases in all type of securities to be paid by the Intending Allottee, deposits and charges and increase thereof for bulk supply of electrical energy (as explained in Clause (14.3)) and all other increases in cost/charges, specifically provided for in this Agreement and/or any other charges which may be levied or imposed by the Government/statutory authorities from time to time.

- 1.3 The Intending Allottee shall make payment as per the payment plan annexed as Annexure III which forms part and parcel of this Agreement. The Intending Allottee has specifically understood and agreed to pay the interest, if any, set out in the payment plan.

x Chandra Hiraawat