For Official Use: *Application No.*

APPLICATION FORM

Customer Type: (Kindly (X) the relevant box) *Marketing Representative:*

☐ Individual ☐ Ltd. Company ☐ Pvt. Ltd. Company ☐ Proprietorship ☐ Partnership Firm

☐ HUF ☐ NGO/Charitable Trust ☐ Others If Others, Specify .....

For Office Use Only

Application Status: Accepted/Rejected

Booking Date: Customer ID:

Booking Mode:

Property No.:

Entry Type:

RERA Registration No. .....

To,

M/s Pardos Craft Homes Pvt. Ltd.

Rashtriya Seva Samithi, First Floor, 1, Deen Dayal Upadhyay Marg, Minto Road, New Delhi – 110002

Dear Sir,

I/we, the undersigned ("Applicant"), request allotment of a residential apartment/ commercial unit (herein referred to as the "Unit") in the project named "Sakura" ("Project"), situated at Village Hayatpur, Sector-90, Gurugram, Haryana, being developed by M/s Pardos Craft Homes Pvt. Ltd. (CIN U45208DL2022PTC399224) (herein referred to as the "Promoter") as a Mixed Land Use Colony (90% Group Housing and 10% Commercial) under TOD Policy.

I/we hereby remit a sum of Rs. _____ (Rupees _____ only) vide Bank Draft/ Cheque/ RTGS No. _____ dated _____ drawn on _____ towards the booking amount for allotment of the Unit. My/our particulars are given hereinafter:

Signature of Applicant(s) X X

Applicant's Particulars for Reference and Record

To be filled in BLOCK LETTERS by the applicant using a BLACK pen.

SOLE / FIRST APPLICANT DETAILS *(Leave a Space Blank between two consecutive words)*

Customer Name: First Name Second Name Last name

S/o, W/o, D/o, C/o: First Name Second name Last Name

DOB/DOI: D D M M Y Y Y Y **Gender:**

Profession:

Designation:

Promoter/ Firm Name

PAN*

Passport No.:

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it.

Phone No (Residence): AREA CODE NUMBER AREA CODE

Mobile No.: **Fax No.**

Email ID:

Permanent Address:

City

State PIN Country

Office Address:

City

State PIN Country

Correspondence Address:

City

State PIN Country

Kindly (X) the Relevant Box

Residential Status: Resident ☐ Non Resident ☐ Person of Indian Origin ☐ Foreign National ☐

Marital Status: Married ☐ Unmarried ☐ **No. of children** ☐☐

Professional Details:

a. Industry: ☐ IT ☐ IT-ES/BPO/KPO ☐ Manufacturing ☐ Financial Services ☐ Telecom ☐ Retail

☐ Hospitality Services ☐ Medical/ Pharmaceutical ☐ Media/Entertainment ☐ Travel /Transport

☐ Others, Please Specify.....

b. Annual Income:

<15 Lakhs ☐ 15-20 Lakhs ☐ 20-30 Lakhs ☐ 30-50Lakhs ☐ Lakhs & > ☐

Date:
Place:

**Copy of PAN Card to be attached mandatorily*

First Applicant Signature
(Signature should be within the Box)

Applicant's Particulars for Reference and Record

To be filled in BLOCK LETTERS by the applicant using a BLACK pen.

Co- APPLICANT DETAILS *(Leave a Space Blank between two consecutive words)*

Customer Name: First Name Second Name
Last name

S/o, W/o, D/o, C/o: First Name Second name
Last Name

DOB/DOI: D D M M Y Y Y Y **Gender:**

Profession:

Designation:

Promoter/ Firm Name

PAN*

Passport No.:

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it.

Relationship with the First Applicant:

Phone No (Residence): AREA CODE NUMBER AREA CODE

Mobile No.: **Fax No.**

Email ID:

Permanent Address:

City

Office Address:

City

State **PIN** **Country**

Correspondence Address:

City

State **PIN** **Country**

Kindly (X) the Relevant Box

Residential Status: Resident ☐ Non Resident ☐ Person of Indian Origin ☐ Foreign National ☐

Marital Status: Married ☐ Unmarried ☐ **No. of children** ☐☐

Professional Details:

a. Industry: ☐ IT ☐ IT-ES/BPO/KPO ☐ Manufacturing ☐ Financial Services ☐ Telecom ☐ Retail

☐ Hospitality Services ☐ Medical/ Pharmaceutical ☐ Media/Entertainment ☐ Travel /Transport

☐ Others, Please Specify.....

b. Annual Income:

<15 Lakhs ☐ 15-20 Lakhs ☐ 20-30 Lakhs ☐ 30-50Lakhs ☐ Lakhs & > ☐

Date:
Place:

**Copy of PAN Card to be attached mandatorily*

Second /Co-Applicant Signature
(Signature should be within the Box)

DETAILS OF SAID UNIT:

Nature of Unit (Kindly (X) the relevant box): ☐ Residential Apartment ☐ Commercial Unit

Unit No. Block/Tower Type/ Category

Total Super Area: Sq. Ft. Sq. Mts. Phase ☐

Carpet Area: Sq. Ft. Sq. Mtr.

DETAILS OF PRICING:

(Amount in Rs.)

	As per applicable Price list (Sq Ft/Sq Mtr/Sq Yard)	PRICE	
A. Total price of the Said Unit		Rs	Paisa
Basic Sale Price(BSP)	Rs		
B. Government Levies			
	Rs		
C. Total Amount (A+B) Amount in Figure	Rs.		
Amount in Words			
D . Interest Free Maintenance Security Deposit	Rs		

The total price includes recovery of all cost fee, charges including cost towards proportionate common areas, facilities, amenities, green area, 5 KVA power back up, open parking space(s), club membership etc.

Plan Type (Tick whichever is applicable): ***As per attached Annexure***

a. Down Payment Plan ☐ b. Construction Linked Plan (CLP) ☐

☐ c. Development Linked Installment Plan ☐ d. Any other plan duly approved by HARERA

Mode of Booking: a. ☐ Direct b. ☐ Dealer c. ☐ Employee Referral **Employee Name:**

Employee Code:

Dealer Information:

Dealer Name:

Dealer Address:

Dealer RERA Reg. No.:

Dealer Contact No.:

Dealer Signature With Seal:

DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed thereof. I/we undertake to inform the Promoter of any change in my/our address or other particulars given above till the Unit is registered in my/our name(s).

Name of the Applicant(s)	Signature of the Applicant(s)
1. _____	1. _____
2. _____	2. _____

Note: i). All Cheque/ Drafts to be made in favour of "PCHPL A/C SAKURA MASTER ACCOUNT", payable at Gurugram.

ii). Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.

DEALER DECLARATION

(*To be filled by the Dealer in case of Dealer Booking)

I _____ authorized signatory of M/s_____ having RERA Reg. No._____, do hereby declare that the particulars filled by the Applicant(s) herein and the documents/ID proof supplied by the Applicant(s) have been verified by me.

Address & Mobile No.

Signature of the Dealer with stamp

Signature Specimen

First Applicant Signature	
Specimen One	Specimen Two
Co/Second Applicant Signature	
Specimen One	Specimen Two

CHECKLIST

- **Application Form is completely filled with photographs and duly signed by the Applicant(s)** ☐
- **Four Specimen Signatures have been made by the Applicant(s)** ☐
- **Cheque for booking amount is in proper name and duly signed and dated** ☐
- **Self-attested copies of PAN card and AADHAAR Card of all applicants are attached with the form** ☐
- **Self-attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form** ☐
- **Address Proof and other relevant documents are attached with the form** ☐

Remarks *(if any):*

Booking Concession *(if any):* .....

.....

Booked By ..... Checked By ..... Approved By .....

Terms & Conditions

1. The Unit applied for may be a residential apartment or a commercial unit in the Project "Sakura", Village Hayatpur, Sector-90, Gurugram, being developed by M/s Pardos Craft Homes Pvt. Ltd.
2. This Application constitutes a request for provisional allotment only. It shall be considered only upon realisation of the amount tendered with it. The provisional allotment shall be confirmed by way of an Allotment Letter, followed by execution and registration of the Agreement for Sale.
3. 10% (ten percent) of the total price of the Unit is the booking amount ("Booking Amount").
4. All payments shall be made through cheque/ demand draft/ RTGS/ online transfer in favour of "PCHPL A/C SAKURA MASTER ACCOUNT" (Account No. 2051776422, Kotak Mahindra Bank Ltd., K.G. Marg, New Delhi, IFSC: KKBK0000172), payable at Gurugram.
5. The payment plan, possession, cancellation, refund and all other terms shall be as set out in the Agreement for Sale in the form prescribed under the Haryana Real Estate (Regulation and Development) Rules, 2017, a copy of which shall be provided to me/us.

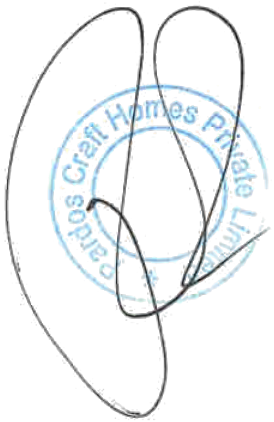
DECLARATION

I/we declare that I/we have read and understood the above information and the particulars given in this Application Form.

Name of Applicant (s) **Signature of Applicant(s)**

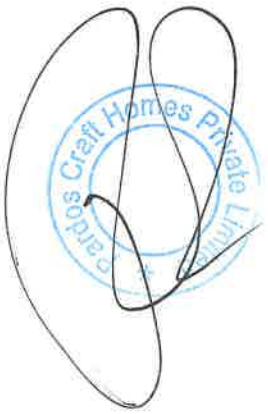
_____ _____

_____ _____



Signature of Applicant(s)	X	X

Signature of Applicant(s)	X	X



ALLOTMENT LETTER

Date:

From	To
Promoter name: M/s Pardos Craft Homes Pvt. Ltd.	**<Customer name:>**
Address: Rashtriya Seva Samithi, First Floor, 1, Deen Dayal Upadhyay Marg, Minto Road, New Delhi – 110002	**<Address:>**
Mobile: +91 93115 92333	**<Mobile:>**
Email Id: jschawla@pardosrealestate.com	**<Email id:>**

SUBJECT: Allotment of apartment/commercial unit in project named as "Sakura" in Village Hayatpur, Sector-90, Gurugram, Haryana.

1. Details of the allottee:

ALLOTTEE DETAILS	
Application No. (If any)	
Date	
Name of the Allottee	
Son/Wife/Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

PROJECT DETAILS	
Details of HARERA Registration	Reg. No: _____ (to be inserted on grant of HARERA registration)
	Dated: _____
	Valid Upto: _____
Project Name	Sakura
Project Location	Village Hayatpur, Sector-90, Gurugram, Haryana
If project is developed in phases then, Phase Name	Not Applicable
Nature of Project	Mixed Land Use Colony (90% Group Housing and 10% Commercial) under TOD Policy
Proposed date of Completion of the Phase/Project	13-05-2034

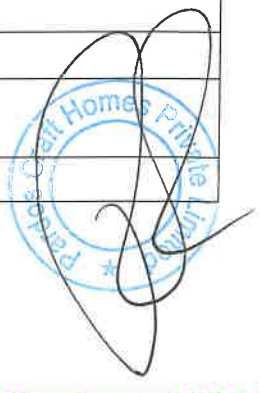
Pardos Craft Homes Private Limited

Proposed date of Possession of the unit		30-04-2034 (scheduled date of obtaining occupancy certificate)
License No.		100 of 2023 dated 08.05.2023
Name of Licensee		Pardos Craft Homes Pvt. Ltd.
Name of Collaborator (if any)		Not Applicable
Name of the BIP holder (if any)		Not Applicable
Name of the change of developer (if any)		Not Applicable
APPROVAL DETAILS	Details of License approval	License No.: 100 of 2023
		Memo. No: Endst. No. LC-4906/JE(SB)/2023/13608 dated 09.05.2023
		Dated: 08.05.2023
		Valid Upto: 07.05.2028
	Details of Building Plans approval	Memo. No: ZP-1978/JD(RA)/2025/18191
		Dated: 14.05.2025
		Valid Upto: 13.05.2030
	Details of Environment Clearance approval	Memo. No: SEAC/HR/2024/144 (EC Identification No. EC24B3812HR5491384N)
		Dated: 29.10.2024
		Valid Upto: 28.10.2034

Dear Sir/Madam,

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the company has allotted you the following unit as per the details given below:

UNIT AND BOOKING DETAILS			
1	Nature of the unit		Flat/Commercial shop
2	Flat/Shop	Unit No.	
		Property Category	<2BHK/3BHK/4BHK/SHOP>
3	Carpet Area (sq. m)		
4	Balcony area (sq. m) (not part of the carpet area)		
5	Verandahs area (sq. m) (not part of the carpet area)		
7	Open terrace area (if any)		
8	Block/Tower No.		
9	Floor No.		
10	Rate of carpet area (Rs/sq. m)		
11	Rate of Balcony area (Rs/sq. m) (only in affordable housing)		
12	Plot Area (sq.m)		Not Applicable



13	Rate per sq.m	
14	Net area of the commercial space	
15	Total Consideration amount (inclusive of IDC & EDC, parking charges, PLC, Govt fees/taxes/levies, common areas, Interest free maintenance security, GST)	

Note: carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

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

1. We have received earnest money amount which is not exceeding 10% of the total cost in respect of the above referred unit as per the details given below:

1.	Earnest Money Amount	Amount in Rs	
		(percentage of total consideration value)	
2.	Cheque No/DD No./RTGS		
3.	Dated		
4.	Bank Name		
5.	Branch		
6.	Amount deposited		
7.	Total sale consideration		

2. Mode of Booking

1.	Direct/Real estate agent	
2.	If booking is through Real estate agent, then Real estate agent Reg. No	
3.	Real estate agent Charges	

Parados Craft Homes Private Limited

PAYMENT PLAN	
Payment Plan (Inclusive of all charges/fees) (Copy attached)	Down Payment Plan / Construction Linked Plan

	(CLP) / Development Linked Installment Plan / Any other plan duly approved by HARERA, as opted by the Allottee (as per Annexure A)
Bank Details of master account (100%) for payment via RTGS: Kotak Mahindra Bank, 14 Ground Floor, Ambadeep Building, KG Marg, New Delhi – 110001 (PCHPL A/C Sakura Master Account)	
Payment in favour of	PCHPL A/C SAKURA MASTER ACCOUNT
Account Number	2051776422
IFSC Code	KKBK0000172

Annexure A: 'Payment Plan'

Booking amount which is 10% of the Total Price of the Apartment is already paid at the time of allotment. Balance consideration amount shall be paid as under:

1. In case of Down Payment Plan

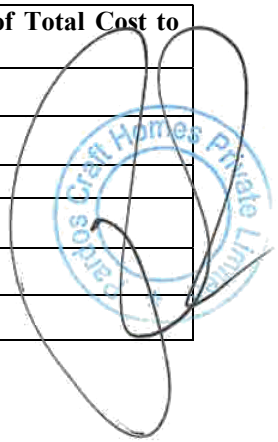
Down Payment Plan- Milestones	**Percentage of Total Cost to be paid**
At the time of booking	10%
At the time of Registration of agreement for sale	80%
At offer of possession	10%

NOTE: Interest free maintenance security deposit (IFMS) and advance maintenance charges for a period of 12 (twelve) months (payable from 3 (three) months after offer of possession), as applicable, to be paid at the time of offer of possession. Taxes as applicable.

OR

2. In case of Construction linked plan (CLP)

(Construction Linked Plan) -CLP- Plan- Milestones	**Percentage of Total Cost to be paid**
At the time of booking	10%
At the time of Registration of agreement for sale	10%
On start of ground floor slab	10%
On start of casting of 10th floor slab	10%
On start of casting of 15th floor slab	10%
On start of casting of top floor slab	10%



Start of internal tiling & flooring work	10%
Start of external paint work	10%
Start of installation of lifts work	10%
At application of occupancy certificate	5%
On offer of possession	5%

NOTE: Interest free maintenance security deposit (IFMS) and advance maintenance charges for a period of 12 (twelve) months (payable from 3 (three) months after offer of possession), as applicable, to be paid at the time of offer of possession. Taxes as applicable.

OR

3. In case of Development linked installment plan

Development linked installment Plan - Milestones	**Percentage of Total Cost to be paid**
At the time of booking	10%
At the time of Registration of agreement for sale	20%
On start of casting of top floor slab	40%
Application of occupancy certificate	20%
On offer of possession	10%

NOTE: Interest free maintenance security deposit (IFMS) and advance maintenance charges for a period of 12 (twelve) months (payable from 3 (three) months after offer of possession), as applicable, to be paid at the time of offer of possession). Taxes as applicable.

OR

4. Any other plan duly approved by HARERA

The allottee will abide by all the detailed terms & conditions mentioned in the Agreement for Sale which is annexed with the allotment letter.

Best Wishes

Thanking You
Yours Faithfully

For Pardos Craft Homes Pvt. Ltd.
(Authorised Signatory)

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

Applicant
Dated:

This allotment is subject to the following conditions:

1. TERMS

1.1 That the allotment of above flat/plot/commercial unit/IT unit is subject to the detailed terms & conditions mentioned in the application form and agreement for sale. Although there shall not be any variation in the terms and conditions.

1.2 Terms & conditions provided in 'agreement for sale' shall be final and binding on both parties subject to any conditions in the allotment letter.

1.3 The allottee shall not transfer/resale of this unit without prior consent of the promoter till the agreement for sale is registered.

1.4 Upon issuance of this allotment letter, the allottee shall be liable to pay the consideration value of the unit as shown in the payment plan as annexed.

1.5 The total price (as defined in the terms and conditions in agreement for sale) shall be payable on the date as specifically mentioned in the "payment plan" as annexed.

2. The Total Price includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Plot/Unit/Apartment for Residential/ Commercial/any other usage (as the case may be) along with parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

3. Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/decreased based on such change/modification:

3.1 That the carpet area, balcony area and verandah area of the unit are as per approved building plans. If there is any increase in the carpet area which is not more than 5% of the carpet area of the apartment allotted the promoter may demand that from the allottee as per next milestone of the payment plan. All the monitory adjustment shall be made at the same rate per sq. m as per agreement for sale.

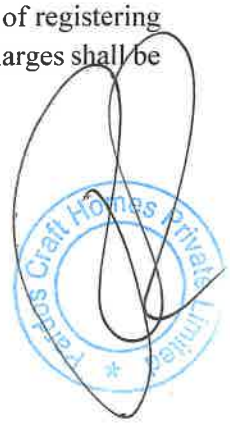
3.2 In case, the allottee fails to pay to the promoter as per the payment plan, then in such case, the allottee shall be liable to pay interest on the due date at the prescribed rate under rule 15 of the Haryana Real Estate (Regulations and Development) Rules, 2017.

3.3 On offer of possession of the unit, the balance total unpaid amount shall be paid the allottee and thereafter you will execute the conveyance deed within 3 months as per provisions of Act/Rules.

3.4 The stamp duty and registration charges will be payable by the allottee at the time of registering the conveyance deed with the Sub Registrar Office, Gurugram. No administrative charges shall be levied by the promoters.

3.5 Interest as applicable on installment will be paid extra along with each installment.

2. MODE OF PAYMENT



2.1 In case the above terms & conditions are acceptable to you, then you are advised to submit your consent in writing in this office along with Rs._____ towards 25% of the total cost of the unit, in this office through Cheque / Demand Draft/RTGS drawn in favour of 'PCHPL A/C SAKURA MASTER ACCOUNT' payable at Gurugram and sign the 'Agreement for Sale' within 30 (thirty) days from the date of issue of this allotment letter.

2.2 All cheques/demand drafts must be drawn in favour of "PCHPL A/C SAKURA MASTER ACCOUNT".

2.3 Name and contact number of the allottee shall be written on the reverse of the cheque/demand draft.

NOTE: In case allottee think any of the condition so non reasonable, not reasonable, not suitable to him he expect any modification from the promoter

In case if the promoter does not modify the terms and conditions may approach the authority. The authority shall evaluate whether the request of the allottee is in consonances with the act

3. NOTICES

a. All the notices shall be deemed to have been duly served if sent to the allottee by registered post at the address given by the allottee to us and email Id provided in the application form.

b. You will inform us of any change in your address, telephone no., email ID for future correspondence.

3. CANCELLATION BY ALLOTTEE

If the allottee fails in submission of consent or seeks cancellation/withdrawal from the project without any fault of the promoter or fails in payment of required additional amount towards total cost of flat and signing of 'agreement for sale' within given time, then the promoter is entitled to forfeit the 10 % of application money paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned within ninety days of such cancellation.

4. COMPENSATION

Compensation shall be payable by the promoter to the allottee as per provisions of the Act as adjudged by the adjudication officer in the manner as provided in the Act/Rules.

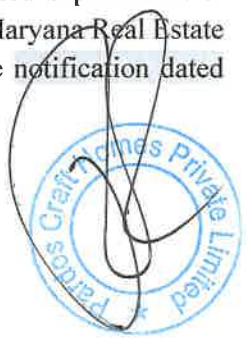
5. SIGNING OF AGREEMENT FOR SALE

a. The promoter and allottee will sign "agreement for sale" within 30 (thirty) days of allotment of this unit.

b. That you are required to be present in person in the office of the Promoter at Village Hayatpur, Sector-90, Gurugram, Haryana – 122505, on any working day during office hours to sign the 'agreement for sale' within 30 (thirty) days.

c. All the terms and conditions mentioned in the draft agreement for sale as notified in pursuance of section 84 of the Real Estate (Regulation and Development) Act, 2016 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by Government of Haryana vide notification dated 28.07.2017.

6. CONVEYANCE OF THE SAID UNIT



The promoter on receipt of total price of unit for residential/commercial colony along with parking (if applicable), will execute a conveyance deed in favour of allottee(s) within three months and no administrative charges will be charged from the allottee except stamp duty.

Best Wishes

Thanking You

Yours Faithfully

For Pardos Craft Homes Pvt. Ltd.

(Authorised Signatory)

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

Applicant

Dated:

Documents to be attached along with Allotment Letter

Sr. No	Annexures
1.	Payment plan
2.	Action plan of Schedule of Development (Duly approved by HARERA)
3.	Location Plan
4.	Floor plan of Residential Apartment/Commercial Unit
5.	Copy of License
6.	Copy of letter of approval of Building Plan
7.	Copy of Environment Clearance
8.	Copy of draft Agreement for Sale
9.	Copy of Board Resolution vide which above signatory was authorized
10.	Specifications (which are part of the Apartment/Commercial Unit as per Haryana Building code 2017 or National Building Code
11.	Specifications, amenities, facilities (which are part of the project) as per Haryana Building code 2017 or National Building Code

Pardos Craft Homes Private Limited

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this __ (Date) day of _____ (Month) , 20____,

By and Between

[*If the promoter is a company*]

M/s Pardos Craft Homes Private Limited (CIN No. U45208DL2022PTC399224), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Rashtriya Seva Samithi, First Floor, 1, Deen Dayal Upadhyay Marg, Minto Road, New Delhi – 110002 and its corporate office at _____ (PAN -_____), represented by its authorized signatory _____ (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 signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the c ontext or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[*OR*]

[*If the Allottee is a Partnership*]

_____, 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*]

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

[*OR*]

[*If the Allottee is a HUF*]

Pardos Craft Homes Private Limited

Mr._____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (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).

[*Please insert details of other allottee(s), in case of more than one allottee*]

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

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,-
(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
(b) "Government" means the Government of the State of Haryana;
(c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
(d) "Section" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner of land bearing khasra nos. Rect. No. 49 Killa Nos. 1/2, 2, 3, 4, 7/1, 8/1, 8/2/2, 9/1, 9/2, 10/1, 10/3, 12/3, 13/1, 18/1/1/2 and 26, Rect. No. 50 Killa Nos. 13/2/2, 14/2, 15/2/1, 15/2/2, 16/1, 16/2, 17, 18/1, 18/2/2, 19/1/2, 22/2, 23/1, 23/2, 24, 25/1 and 25/2, and Rect. No. 51 Killa No. 11 totally admeasuring 58,805.88 square meters (14.53125 acres) situated at the revenue estate of Village Hayatpur, Sector-90, Gurugram, in Tehsil Harsaru & District Gurugram ("**Said Land**") *vide* sale deed(s) dated 01.07.2022 and 28.09.2022 registered as documents no. 3718 (dated 01.07.2022) and 7797, 7798, 7799, 7800 and 7801 (all dated 28.09.2022) at the office of the Sub-Registrar, Harsaru;

B. The Said Land is earmarked for the purpose of a building project of Mixed Land Use Colony (90% Residential and 10% Commercial) under the Transit Oriented Development (TOD) Policy, comprising 9 multistoried residential towers (Tower-1 to Tower-9), 1 EWS-LIG tower (Tower-10), 1 commercial tower (TC-1), community buildings, nursery school and primary school and the said project shall be known as 'Sakura' (" **Project**");

Provided that where the 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;

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;

D. The Director General, Town and Country Planning, Haryana has granted the approval/ sanction to develop the Project *vide* approval dated 08.05.2023 bearing license no. 100 of 2023;

E. 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 the Directorate of Town and Country Planning, Haryana, vide zoning plan Drawing No. DGTCP-9220 dated 09.05.2023, site plan no. 169407 dated 21.06.2024 and building plan approval Memo No. ZP-1978/JD(RA)/2025/18191 dated 14.05.2025. 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;

F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____;

G. The Allottee had applied for residential apartment/ commercial unit in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no._____ ("**Building**") along with stilt/ basement parking no. (if applicable) _____ admeasuring _____ square feet in the _____ [*Please insert the location of the said parking*], as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(*f*) of Rules, 2017 of the State (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

I. _____[*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 in the State and related to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) as specified in Para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit for Residential/ Commercial (as the case may be) alongwith parking (if applicable) as specified in Para G.

1.2 The Total Price for the built up Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) based on the carpet area is ₹ _____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

Block/Building/ Tower no. _____ Apartment No. _____ Type _____ Floor _____ Parking (if applicable) _____	Rate of Apartment per square feet
Total price (in rupees)	_____

Explanation:

Pivotal Crat Homes Private Limited

(i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable);

(ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

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

(iv) The Total Price of Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Apartment/ Unit] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) in the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** (" **Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which 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 Promoter unless agreed upon by the allottee(s).

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

1.7 [*Applicable in case of an apartment/ unit]* The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) as mentioned below:

(i) The Allottee shall have exclusive ownership of the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable);

(ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(*f*) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(*f*) of Rules, 2017 of the State;

(iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit/ Apartment for Residential/ Commercial (as the case may be).

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the

payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of ₹ _____ (Rupees _____ _____ only) as booking amount being part payment towards the Total Price of the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of 'PCHPL A/C SAKURA MASTER ACCOUNT' (Account No. 2051776422, Kotak Mahindra Bank Ltd., 14, Ground Floor, Ambadeep Building, K.G. Marg, New Delhi – 110001, IFSC: KKBK0000172) payable at Gurugram.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the

applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Unit/ Apartment for Residential/ Commercial (as the case may be) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable), 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 Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) to the Allottee(s) 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 Rules, 2017.

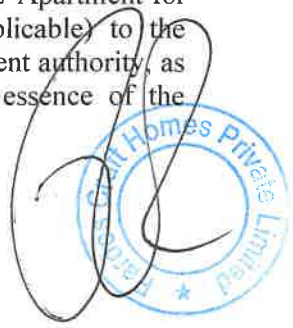
6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Development and Regulation of Urban Areas Act, 1975, the Rules framed thereunder and the Haryana Building Code, 2017 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE** UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL (AS THE CASE MAY BE):

7.1 **Schedule for possession of the said** Unit/ Apartment for Residential/ Commercial - The Promoter agrees and understands that timely delivery of possession of the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) to the Allottee(s) 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 Rules, 2017, is the essence of the Agreement.



The Promoter assures to hand over possession of the Unit/ Apartment for Residential/ Commercial (as the case may be) alongwith parking (if applicable) on or before 30-04-2034 (scheduled date of obtaining the occupation certificate), the Project being scheduled for completion by 13-05-2034 as disclosed at the time of registration with the Authority, as per agreed terms and conditions unless there is delay due to *"force majeure"*, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/ Apartment for Residential/ Commercial (as the case may be).

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within ninety days. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession of built-up Unit/ Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ Commercial (as the case may be) alongwith parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

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

7.3 **Failure of Allottee to take Possession of** Unit/ Apartment for Residential/ Commercial - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit/ Apartment for Residential/ Commercial 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 Unit/ Apartment for Residential/ Commercial to the allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.4 **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/ Commercial colony, as the case may be and handing over the physical possession of the Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(*f*) of Rules, 2017.

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 and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a *"force majeure"*, Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable).

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

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 Unit/ Apartment for Residential/ Commercial, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **ninety** days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit/ Apartment for Residential/ Commercial, which shall be paid by the promoter to the allottee within **ninety** 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) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Unit/ Apartment for Residential/ Commercial being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Unit/ Apartment for Residential/ Commercial and for common areas as provided under Rule 2(1)(*f*) of Rules, 2017;

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(v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit/ Apartment for Residential/ Commercial which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit/ Apartment for Residential/ Commercial to the Allottee(s) in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(*f*) of Rules, 2017;

(ix) The Schedule Property 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 Schedule Property;

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of apartment/ commercial unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(*f*) of Rules, 2017;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

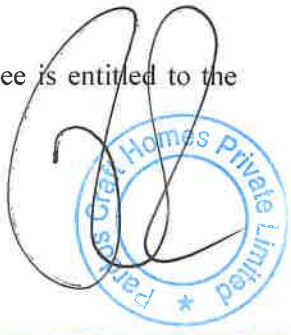
9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the developed Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit/ Apartment for Residential/ Commercial shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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



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

(iii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the unit/ apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

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

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

(i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT/ APARTMENT:

The promoter, on receipt of total price of Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/ apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(*f*) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / 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 competent

authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Unit/ Apartment for Residential/ Commercial.

In case, the allottee/ association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, 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.

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

13. RIGHT TO ENTER THE UNIT/ APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Unit/ Apartment for Residential/ Commercial after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the 'Sakura' 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 Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable) 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 Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit/ Apartment for Residential/ Commercial alongwith parking



(if applicable) and keep the Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee/ Association of 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 allottees shall not store any hazardous or combustible goods in the Unit/ Apartment for Residential/ Commercial and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/ allottees/ association of allottees 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 allottees shall also not remove any wall, including the outer and load bearing wall of the Unit/ Apartment for Residential/ Commercial and parking (if applicable), as the case may be.

15.3 The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter 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.

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

The Parties are entering into this Agreement for the allotment of a Unit/ Apartment for Residential/ Commercial alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit/ Apartment for Residential/ Commercial and parking (if applicable) 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 Unit/ Apartment for Residential/ Commercial and parking (if applicable).

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and

Pioneer Crest Homes Private Limited

decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided:-

(A) _____;
(B) _____;
(C) _____;
(D) _____;
(E) _____;

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee 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. Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and 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 an 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 promoter has an option to forfeit ten percent of booking amount.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/ Apartment for Residential/ Commercial and parking (if applicable).

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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

Pashupati Infrastructure Private Limited

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /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 provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Unit/ Apartment for Residential/ Commercial and parking (if applicable) bears to the total area/ carpet area of all the Unit/ Apartments in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

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 Pardos Craft Homes Private Limited
Rashtriya Seva Samithi, First Floor, 1, Deen Dayal Upadhyay Marg, Minto Road, New Delhi – 110002

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 unit/ apartment or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment or building, as the case may be, 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 prevalent in the State for the time being in force.

33. DISPUTE RESOLUTION:

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

[*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the above terms and conditions or the Acts and the Rules and Regulations made thereunder and prevalent in the State.*]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

Pardos Craft Homes Private Limited

(2) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

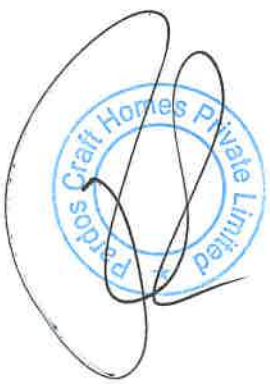
Address _____

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of:

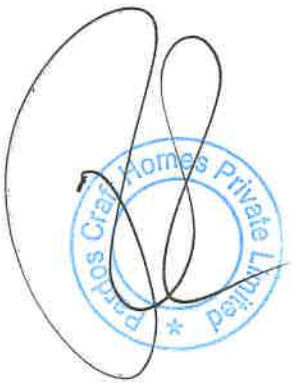
WITNESSES:

1. Signature _____
   Name _____
   Address _____
2. Signature _____
   Name _____
   Address _____



SCHEDULE 'A' -	PLEASE INSERT DESCRIPTION OF THE UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL AND PARKING (IF APPLICABLE)
SCHEDULE 'B' -	FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT
SCHEDULE 'C' -	PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL)
SCHEDULE 'E' –	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

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



CONVEYANCE DEED

Property No.	:	
Building/Tower	:	
Type of Deed	:	**Conveyance Deed**
Type of Property	:	**Residential / Commercial**
Carpet Area	:	
Value	:	
Stamp Duty	:	
E-Stamp No. and Date	:	

This deed of conveyance ("**Conveyance Deed**") is made and executed at Gurugram on this ____ day of _____, 20__.

BY

Pardos Craft Homes Private Limited, CIN No. U45208DL2022PTC399224, a company incorporated under the provisions of Companies Act, 2013 having its registered office at Rashtriya Seva Samithi, First Floor, 1, Deen Dayal Upadhyay Marg, Minto Road, New Delhi – 110002, acting through its authorized signatory _____ (Aadhaar No._____) S/o_____, duly authorized vide resolution dated _____ passed by its Board of Directors (hereinafter referred to as the "**Vendor**") which expression shall unless repugnant to the context hereof mean and include their respective successors, representatives, nominees and assigns) of the **FIRST PART**.

IN FAVOUR OF

[*If the Vendee 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, _____ (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**.

[*OR*]

[*If the Vendee is a Partnership*]

_____, 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 "**Vendee**" (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) of the **SECOND PART**.

[*OR*]

[*If the Vendee is an Individual*]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about ____, residing at _____, (PAN _____), hereinafter called the "**Vendee**" (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) of the **SECOND PART**.

[*OR*]

[*If the Vendee is a HUF*]

Mr. _____, (Aadhar no. _____) son of _____ aged about ____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Vendee**" (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) of the **SECOND PART**.

[*Please insert details of other Vendee(s), in case of more than one Vendee*]

The Vendor and the Vendee are hereinafter collectively referred to as the "**Parties**" and individually as the **"Party".**

WHEREAS:

1. M/s Pardos Craft Homes Private Limited i.e. the Vendor is the absolute and lawful owner land measuring 14.53125 acres (116 kanal 5 marla) comprised in Rect. No. 49 Killa Nos. 1/2, 2, 3, 4, 7/1, 8/1, 8/2/2, 9/1, 9/2, 10/1, 10/3, 12/3, 13/1, 18/1/1/2 and 26, Rect. No. 50 Killa Nos. 13/2/2, 14/2, 15/2/1, 15/2/2, 16/1, 16/2, 17, 18/1, 18/2/2, 19/1/2, 22/2, 23/1, 23/2, 24, 25/1 and 25/2, and Rect. No. 51 Killa No. 11, under various registered sale deeds in the revenue estate of Village Hayatpur, Sector-90, Tehsil Harsaru and District Gurugram (Hereinafter referred to as the **"Said Land"**) *vide* sale deed(s) registered at the office of the jurisdictional Sub-Registrar. The Vendor has the absolute rights to deal with the said Land, carryout development, construct, sell or transfer in any manner whatsoever as it may deem fit and proper.

2. The Vendor has obtained the Licence No. 100 of 2023 dated 08.05.2023 from the Director Town and Country Planning, Chandigarh, Haryana under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (**"1975 Act"**) and Haryana Development and Regulation of Urban Areas Rules, 1976 (**"1976 Rules"**) to set up a Mixed Land Use Colony (90% Residential and 10% Commercial) under the Transit Oriented Development (TOD) Policy on the said land, named as **"Sakura"** (Hereinafter referred to as the said **"Project"**)

3. The Vendor has got the building plans approved from the Directorate of Town and Country Planning, Haryana (DTCP) vide Memo No. ZP-1978/JD(RA)/2025/18191 dated 14.05.2025 for the Project.

4. The Project comprises of several buildings/towers consisting of self-contained independent Units along with common infrastructure, and parking sites.

5. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Haryana Real Estate Regulatory Authority at Gurugram vide registration No. _____ of _____ dated: _____ having memo no._____.

6. The Vendee represents and confirms that it has examined, prior to the date hereof, all the documents pertaining to the Project, said Land and all other documents pertaining to the said Project and the same have been examined in detail by its advocates and architectural consultants. The Vendee further confirms that it has also examined all documents and information submitted by the Vendor to the concerned Haryana Real Estate Regulatory Authority as required by the Act and the Rules framed thereunder and has understood the implications thereof in all respects.

7. That considering the application submitted to the Vendor by the Vendee, a unit bearing no. _____ in _____ having tentative carpet area (including mezzanine, in case of a commercial unit) of _____**Sq. Ft.** on _____ **Floor** (hereinafter referred as the said "**Unit**") was allotted to the Vendee vide **Allotment Letter** dated_____, and thereafter an **Agreement for Sale** duly registered vide Vasika No. _____ dated _____ (Hereinafter referred to as the said "**Agreement**") was executed between the Parties and all the terms & conditions of allotment were contained therein and the same shall be read as part and parcel of this Conveyance Deed.

8. That the Project has been completed and the occupation certificate has been obtained from the Competent authority i.e., DTCP, vide Memo no. _____ dated _____ and deed of declaration, in compliance of the Apartment Ownership Act, has been duly registered vide Vasika No. _____ dated _____ with the office of Sub-Registrar, _____, Gurugram.

9. The Vendee, before making the final payment to the Vendor and execution of this Conveyance Deed, has examined the said Unit, relevant documents and having fully satisfied himself/herself/themselves with the workmanship used in the construction and the carpet area of the said Unit (including design and specifications thereof) and thereafter paid the balance sale consideration to the Vendor. Accordingly, the Vendee has paid an amount of **Rs._____ (Rupees _____Only)** as the total consideration (Hereinafter referred to as the "**Total Consideration**") for the said Unit to the Vendor, the receipt whereof is acknowledged by the Vendor, details are given below:

S.No.	Particulars	Bank	Date	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				

10. The Vendee further confirms that it has verified the description and physical condition of the said Building/Tower and Unit including the size, dimensions, etc., the facilities/amenities to be made available to the Vendee in terms of the Agreement.

11. On the Vendee being satisfied in all respects, the Vendor has handed over the actual physical possession of the said Unit to the Vendee as per the specifications and amenities mentioned in the Agreement, and the Vendee also confirms taking over the actual physical possession of the said Unit.

12. The Vendee now desires to get this Conveyance Deed executed and registered in its favour after fully satisfying himself/herself/themselves as to the construction, design and specifications of the said Unit.

13. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Unit, pay charges as may be levied in terms of the Maintenance Agreement executed by the Vendee and shall not interfere or object to any proposed balance construction to be raised thereon as per FAR and density available now or in future and relying on all the assurances, representations Conveyance Deed.

14. The Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Conveyance Deed and the Vendee further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be part of this Conveyance Deed with respect to the description, workmanship, specification of the said Unit, quality of the construction, infrastructure availability etc as this Conveyance Deed not only being self-contained and complete in itself in these respects but Vendee also has examined, verified and confirmed these aspects.

DEFINITIONS AND INTERPRETATIONs:

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

1. **"Agreement"** means Agreement for Sale already executed between the parties including amendments/ratifications thereto if any;

2. **"Vendee"** means and includes the person in whose favour a Unit has been allotted in the Building/Tower namely "Sakura" in Village Hayatpur, Sector-90, Tehsil Harsaru and District Gurugram (Haryana) and the agreement had been executed by the Vendor and further has paid total sale consideration;

3. **"Apartment Ownership Act"** shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;

4. **"Building/Tower**" means building/tower namely "Sakura" in Village Hayatpur, Sector-90, Gurugram (Haryana) as sanctioned in building plans;

5. **"Common Areas"** shall mean and include all areas as specified in rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017 and which the Allotee(s) shall use on a shared, non-exclusive basis with other Allotee(s) of the Building/Tower.

6. **"Deed of Declaration"** shall mean the Deed of Declaration (including any amendment thereto) filed or to be filed under the Apartment Ownership Act with regard to the said Unit/Building/Tower/ Project before the Concerned Authority;

7. **"Occupancy Certificate"** means the certificate as issued against any of the buildings constructed/to be constructed in the Project individually or collectively by the concerned Authority granting permission to occupy a building in the project;

8. **"Project"** means the Area falling in Licence No. 100 of 2023 dated 08.05.2023 from the Director Town and Country Planning, Chandigarh, Haryana under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (**"1975 Act"**) and Haryana Development and Regulation of Urban Areas Rules, 1976 (**"1976 Rules"**) to set up a Mixed Land Use Colony (90% Residential and 10% Commercial) under the Transit Oriented Development (TOD) Policy on the said land, comprising of several buildings/towers consisting of self-contained independent residential apartments and commercial units along with common infrastructure, parking sites, and community building in terms of the said Act and the Rules by the name of "**Sakura".**

Unless the context otherwise requires in this Conveyance Deed:

a. Words and expressions used in this Conveyance Deed but not defined and defined in the Agreement shall have the same meanings respectively assigned to them in the Agreement.
b. Any reference to the singular shall include the plural and vice-versa;
c. Any references to the masculine, the feminine and the neuter shall include each other;
d. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

NOW THEREFORE in furtherance to receipt of the Total Consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of ownership of the said Unit, absolutely and forever, in favor of the Vendee on the terms and conditions mutually agreed by and between the Parties which is contained in this Conveyance Deed as under:

1. (a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration of the Total Consideration already paid by the Vendee to the Vendor, the receipt whereof the Vendor do hereby acknowledge, the Vendor do hereby transfer, convey, assure and assign unto the Vendee ownership of the said Unit free from all encumbrances and exclusive right to only use and occupy the said Unit, if any absolutely and forever with proportionate, undivided, impartible right to only use the common areas except for the terraces specifically and exclusively reserved for utilization by the

Vendor for installation of utility services. The Vendor alone shall have the absolute and the sole right to use the terraces of the various structures, towers or buildings in the Project which are not included in the Common Areas. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.

(b) That the Building/Tower shall always be known as "Sakura" and the said name shall not be changed by the Vendee individually and/or jointly with the other Vendee(s)/owners of Units in the Building/Tower or their association.

(c) That the Vendee has inspected the said Unit and finds the same as per Vendee's complete satisfaction. The Vendee does not have any claim including monetary from the Vendor.

2. (a) The Vendor hereby confirms and acknowledges the receipt of the Total Consideration in respect of the said Unit paid by the Vendee to the Vendor and that there is nothing due from the Vendee towards the sale consideration in respect of the said Unit.

(b) That the Vendee has paid his/her pro-rata share of the cess, taxes including but not limited to GST. The Vendee has further agreed to additionally pay, on demand, the proportionate share of any additional amount on account of taxes or development charges payable to the competent authority and/or increase in any other charges/fee/tax/cess/GST etc. which may be levied or imposed by the competent authority with retrospective effect to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increased in taxes or development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, it shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee.

(c) That the Vendee, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("**FEMA**"), the Reserve Bank of India Act, 1934 ("**RBI Act**") and the rules and regulations framed thereunder and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its directors /employees /associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure.

3. (a) That it is made clear to the Vendee that they shall be entitled to the ownership rights in the Building/Tower and rights of usage only as specified below:

(i) The Vendee shall have absolute ownership of the said Unit.

(ii) The Vendee shall have undivided interest in the Common Areas within the Building/Tower.

(iii) The Vendee shall use the Common Areas within the said Building/Tower in which the said Unit is situated, harmoniously along with other Vendees, occupants, users, staff of maintenance agency etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its interest in the Common Areas. This clause shall be applicable to the Vendee and all subsequent transferees as well.

(iv) The Vendee shall not raise any claim against such unreserved car parking spaces on the surface of the land possessed by the Vendor nor shall the Vendee attempt to use or park its vehicles in unreserved parking spaces. It is made abundantly clear and agreed by the

Vendee that no other land(s)/Unreserved parking spaces is/are forming part of this Conveyance Deed.

(v) That the usages right in the Common Areas does not confer any separable/ exclusive title or share in the Common Areas and shall be governed as per Haryana Apartment Ownership Act, 1983 and rules framed thereunder.

(vi) Where the said Unit is a residential apartment, the community building and the commercial area/ shops shall be the exclusive property of the Vendor and the Vendee shall not claim any right, title and interest in the same. Where the said Unit is a commercial unit, the Vendee shall have ownership of the said Unit and the right to use the Common Areas of the commercial building/ tower as set out in Schedule I, but shall not claim any right, title or interest in the other commercial units/ shops, the residential towers or the community building.

4. That the Vendee understands that additional infrastructure may be required in future to meet the future demands/requirements of the said Project or for complying with the requirements of the electricity department/distribution or supply of energy, in which event; the Vendee acknowledges and agrees to pay additional proportionate share in the installation of the electricity establishment cost.

5. That the actual physical and vacant possession of the said Unit has been handed over by the Vendor to the Vendee and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying himself/ herself /themselves that the workmanship used in construction as also the various installations like electrification work etc. provided, are in accordance with the drawings, designs and specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied himself in respect of the location and final Carpet Area calculations and measurements of the said Unit.

6. (a) That the Vendee agrees that in case of ongoing construction on part of the said Land or further construction on any portion of the said Land (including additionally acquired land) or said Project or on the terrace thereof becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor. It is agreed that in such a situation or with a view to complying with the provisions of the Apartment Ownership Act, the right of the Vendee in the Common Areas and in the said Land underneath the said Building/Tower shall stand varied accordingly, without any claims from the Vendee. The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with such existing facilities / installations without any objection or hindrance from the Vendee. That the Vendor shall be the owner of all terrace areas, not being a part of the Common Areas, which have not been transferred.

(b) The Vendee agrees that if there is any unutilized FAR including due to revised FAR and density norms, or any other reason, the Vendor can raise construction over it at a later date and Vendee shall have no objection to the same even after the Project is completed and possession has been handed over. The Vendee gives unconditional consent to the Vendor to utilize the aforesaid additional FAR in accordance with the applicable laws, and the Vendee shall have no objection or claim or demand any compensation for the same subject to the condition that construction shall be carried out as per as per norms and the approved designs and drawings.

7. (a) That the Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or the applicable local bodies and shall be responsible or liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable on the Vendee always. The Vendee also agrees to abide by the terms of the Apartment Ownership Act, as applicable and as amended from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations that may be attributable to the Vendee.

(b) That the Vendee shall not use the said Unit or permit the same to be used for purpose other than permitted purpose and/or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use in the Common Areas.

(c) That with a view to maintain uniform aesthetics of the said Project, the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging and/or drying of clothes, notice board etc. in the Common Areas or at the external façade of the building or anywhere on the exterior of the Common Areas and shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows including by means of fixing of colored films etc. or carry out any change in the exterior elevation or design. The Vendee shall be entitled to display his/her name plate only at the proper place provided for the said Unit and in the manner approved by the duly appointed facility operator/servicing agency or Association (as the case may be). Further, circulating/displaying letters on the notice board or otherwise shall be done with prior written approval of the facility operator/servicing agency or the Association of Vendees.

(d) That the Vendee shall ensure that the fire safety equipment shall be kept functional and subsistent always within the said Unit and in the common areas, and the Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to any part of the said Project. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.

(e) That the Vendee agrees and undertakes that to ensure uniformity and non-interference with structures, ducting, internal cabling etc. and for general safety, security as well as larger interest of the said Project. The facility operator/servicing agency or the Association (as the case may be) shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, Wi-Fi, wi-max, IP/IT services, general utility services or any other type of services. The Vendee shall take prior written approval of Vendor/facility operator/servicing agency before laying and /or connecting upon any type of pipes, wires, cables, antenna(s) through Common Areas, common facilities and/or the areas or facilities owned by the Vendor or any electrical, water, battery or generator and the connection shall not be installed without written approval. In case such approval is not taken by the Vendee, the Vendor/facility operator/servicing agency shall be entitled to remove such connections without any compensation or claim and at the cost of Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.

(f) The Vendee shall not use the external façade of the buildings for the purposes of advertisement and placement of hoardings and the Vendee shall neither erect nor allow the erection of any communication and transmission tower on top of the building blocks.

(g) That the Vendee shall comply with all the stipulations mentioned in the Environment Clearances issued by State Environment Impact Assessment Authority, Haryana vide EC Identification No. EC24B3812HR5491384N (File No. SEAC/HR/2024/144) dated: 29.10.2024 and the vendee shall also comply with all conditions laid down in the Memo No. FS/2026/1324 dated: 07.08.2026 of the Director General, Fire Services, Haryana with regard to fire safety measures.

(h) That the Vendee shall comply with all the conditions laid down in Form-D issued by Inspector of Lifts-cum-Executive Engineer, Electrical Inspectorate, Haryana, _____, Gurugram.

(i) That the Vendee shall use Light-Emitting Diode Lamps (LED) for internal lighting, so as to conserve energy as prescribed by the DTCP, Haryana.

8. That the Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future expansion, if any. Further, where the said Unit is a residential apartment, the Vendee has agreed and understood that since the Vendor has not charged any amount from such Vendee for the construction and development of commercial area/shops, the Vendee shall not have any interest, claim or right in any commercial area / shops developed in the said Project nor the Vendee shall make any interference in the operation and management of commercial area / shops, Community Building and crèche in the Project by the Vendor or its nominated agency. However, the Vendee shall be permitted to use the Community Building subject to making payment of requisite charges.

9. (a) The Vendor shall have the right to provide maintenance services of the Building/Tower either directly or indirectly through an agency till the handing over the Building/ Tower to the Association. Thereafter, the Association shall have the right to either continue with the service provider agency appointed by the Vendor or appoint a new service provider agency to undertake maintenance services of the Building/Tower.

(b) That as per the terms stipulated in the Conveyance Deed and the Maintenance Agreement, the Vendor /Maintenance agency (as the case may be), shall look after the maintenance and upkeep of the Common Areas of the Building/Tower and shall enter into related agreements for the purposes of such upkeep and maintenance of the common areas.

(c) That the Vendee agrees and confirms that it shall abide by the terms of the Maintenance Agreement and shall be bound by the same at all times. The Vendee shall further be solely responsible to maintain its Unit at its own cost in a good condition and shall not do or suffer to be done anything in or to the Project or the 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 or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings 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 Project is not in any way damaged or jeopardized. The Vendee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design except with prior written permission of the Vendor. Further, the Vendee shall not store any hazardous or combustible goods in the said Unit or place any material including flower pots etc. in the common passages or staircase of the said building. The Vendee shall also not remove any wall, including load-bearing wall of the said Unit. The walls shall always remain common between the said Unit and the Unit of other Vendees of adjacent Unit.

(d) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor or Association or the duly appointed Maintenance agency (as the case may be) to enter into the Unit, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(e) The Vendee shall keep the said Unit, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair or condition and in particular so as to support, shelter and protect all parts of the Project other than the said Unit and shall abide by all laws, bye laws, rules and regulations of the Government, local/municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such condition or law, bye laws or rules and regulations.

(f) That the Vendee undertakes not to commence any structural alteration, addition or any other interior work without obtaining prior permission of the Vendor or Association, as the case may be. Even pursuant to grant of requisite permission, the Vendee or the person(s) inducted by the Vendee shall ensure that the interior or any work does not even touch the R.C.C. structure and/ or load bearing walls nor does it cause any hindrance or obstruction to other property owners in the Project. During the course of such interior work, the Vendee or the person(s) inducted in possession in the property shall take all precautions to ensure that no damage is caused to the Common Areas or to other properties in the Project and in such an eventuality, shall be solely liable for providing the entire amount of compensation to the affected party and/or restoration of the damages so caused.

(g) The Vendee hereby agrees and undertakes to become a member of the Association and to complete all the documentation and fulfill its obligations as may be required under the Apartment Ownership Act and the Real Estate (Regulation and Development) Act 2016 promptly on being called upon.

(h) Subject to the provision of the Real Estate (Regulation and Development)Act 2016 read with the applicable Rules framed thereunder and the Policy, the Vendee shall have no objection if the Vendor makes any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Project or the external facade and the Vendee agrees not to raise objection or make any claim on this account.

(i) That the Vendee shall not use the said Unit so as to cause blockade or hindrance to any Common Areas, common passages, veranda or terraces. No Common Areas of the Project will be used by the Vendee for keeping/ chaining pets (animals, dogs or birds) /storage of cycle/ motorcycles/wrong/unauthorized parking, nor the Common Areas shall be blocked in any manner whatsoever.

(j) The Vendee shall not be allowed to do any activity which may be objected to, by the other Vendees, occupants such as playing of high-volume music, use of loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, including defacing of common walls, lifts or throwing or dumping of refuse/garbage which could be subject to fine or penalties as per prevailing and applicable laws/bye laws/Maintenance Agreement.

(k) The Vendee in its individual capacity as well as the prospective or existing member of the Association as the case may be, hereby confirms and agrees that subject to section 22 of the Apartment Ownership Act in the event of redevelopment of the said Land at any time in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.

10. (a) That the Vendee shall not assign, transferor part with the possession of the said Unit without obtaining a 'no dues certificates' from the Association or the Vendor as the case may be. In the event of such assignment/ transfer/ sale of the said Unit of the Vendee, the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor for its record. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues, charges, taxes etc. That the Vendee as well as subsequent transferees of Vendee hereby covenants to observe and perform all the terms and conditions of the booking, Agreement and this Conveyance Deed to keep Vendor and its agents and representatives, estates and effects indemnified and harmless against the said payments and shall observe and perform the respective terms and conditions of each of the aforementioned documents. The Vendee shall indemnify and keep indemnified the Vendor against any loss and damages that the Vendor may suffer as a result of non – payment, non – observance or non- performance of

the said terms and conditions by the Vendee. Further, such transfer, sale, lease, mortgage etc. shall be subject to the terms and conditions contained in the present Conveyance Deed. Further, the transferee or buyer shall be entitled to become a member of the Association of the Apartment Owners in place of the Vendee and shall be entitled to all the benefits and rights but subject to all the obligations and duties on the present Vendee. However, it shall be the liability, jointly and severally, of the Vendee /Transferee / subsequent buyer with respect to the unpaid amount towards operating charges/maintenance charges (whenever payable), electricity charges or any other charges along with interest or penalty if any payable by the Vendee at the time of transfer of the said Unit. The Vendee / transferee / subsequent buyer of the said Unit shall be liable to pay the administrative charges, as applicable from time to time, to record his nomination / mutation in the records maintained by the Vendor / Association of Vendees) as an owner of the said Unit in the said Project.

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

11. That the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Unit effective from the date of handing over possession of the said Unit, so long as each Unit is not separately assessed for such taxes for the said Land and/or said Project, the same shall be payable and be paid by the Vendee in proportion to the Carpet Area of the said Unit conveyed to him in terms of this Deed. Till the Unit is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall be liable to pay to the Vendor on demand, such taxes / charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the area of the Unit. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the Unit.

12. If the Vendee has to make any payment, in common with other Vendee(s)/occupant(s) in the Project, the same shall be the proportion in which the Carpet Area of the Unit bears to the total Carpet Area of all the Units in Project / Complex/Tower, as the case may be.

13. (a) That the Vendee shall be entitled to get the Unit transferred and mutated in its own name as owner in the revenue records or of any other concerned authority on the basis of this Deed or its true copy without any further act or consent of Vendor. However, if the Vendee transfers the Unit to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.

(b) That notwithstanding anything to the contrary stated in the agreement mentioned herein above, it is categorically agreed by and between the parties that Vendor shall not be liable for rectification of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations in the following circumstances:

(i) if the same has resulted due to any act, omission or negligence attributable to the Vendee or non-compliance of any Applicable Laws by the Vendee; and

(ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Vendee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Vendor, and the Vendor shall not be liable for rectification of any defects therein.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Vendor at the Project, reasonably and in the ordinary course requires time beyond 30 (thirty) days, then the Vendor shall be entitled to the same, provided an intimation thereof has been provided to the Vendee prior to expiry of the said initial 30 (thirty) days. The Vendee hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

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

15. That if any of the provisions of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to confirm to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.

16. (a) The recitals, annexures and schedules including any representations and warranties form part of and are an integral part of this Deed and shall have the same force & effect as if expressly set out in the body of this Deed being binding on the Parties, and any reference to this Deed shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;

(b) The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Agreement in relation to the said Unit and such obligation shall be applicable to subsequent transferees of the Vendee as well.

(c) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;

17. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Conveyance Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority, in future.

18. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Conveyance Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority in the future. The Vendee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 & Indian Registration Act, 1908 or any other applicable law including any actions taken or penalties imposed by the competent authority(ies). The Vendee has / have borne all expenses for the completion of this Deed including the cost of stamp duty, registration and other incidental charges. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties / deficiencies as may be levied in respect of the said Unit, if any conveyed by this Deed shall be borne by the Vendee exclusively, and the Vendor accepts no responsibility in this regard.

19. The rights and obligations of the Parties under or arising out of this Deed including disputes between the Parties shall be construed and enforced in accordance with the Act and rules framed thereunder, Policy and other applicable laws of India for the time being in force.

IN WITNESS WHEREOF the Parties have executed these presents at the place, day, month and year as first above written in the presence of witnesses:

Witnesses:

(VENDOR)
(Pardos Craft Homes Pvt. Ltd.)

1.

(VENDEE)

2.

SCHEDULE-I

RESIDENTIAL / COMMERCIAL BUILDING / TOWER—Sakura

COMMON AREAS

Common areas mean the right in all such common areas and facilities for use of the vendee within/outside the Building/Tower in which the said Unit (residential apartment/ commercial unit, as the case may be) is situated.

The list of Common Areas shall be in terms of the Real Estate Act 2016 and the Rules framed thereunder and shall include the following: -

A. General Facilities:
   i) Entrance at ground floor in each tower and block;
   ii) Main Staircases and Fire Escape in each tower and block;
   iii) Lift;
   iv) Plumbing Shafts;
   v) Lift Shaft;
   vi) Lighting in Lobbies, Staircase and corridors;
   vii) Wet Riser;
   viii) Staircase, passages lighting/ services thereof;
   ix) External fire Hydrants;
   x) Portable fire extinguishers;
   xi) Mumty; and

The Vendee shall have right in the above Common Areas and general facilities of the Building/Tower.

B. Restricted Common Facilities for units on the same floor (residential apartments/ commercial units, as the case may be):
   i) Passage;
   ii) Lift;
   iii) Lift Lobbies;
   iv) Corridors;
   v) Fire Hydrants with Hose reel and cabinet at each floor of each tower & Basement;
   vi) Passage Lighting in Common Areas; and
   vii) Fire escape/ Fire Staircase.

SCHEDULE –II
(DESCRIPTION OF THE PREMISES UNDER SALE)

Unit No**. _____** in **_____** having carpet area of **_____ Sq. Ft.** on **_____Floor** situated in ***"Sakura"*** in Village Hayatpur, Sector-90, Gurugram (Haryana).