

AGREEMENT FOR SALE

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

By and Between

M/s. Trehan Promoters & Builders Private Limited (CIN:U74899DL1994PTC059392), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at E-26, Panchshila Park, New Delhi - 110017 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 context 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 context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators,

successors-in-interest and permitted assigns).

[OR]

[If the Allottee 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 “**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) “**Authority**” means Haryana Real Estate Regulatory Authority at Gurugram unless otherwise specified;
- (c) “**Declaration**” means the declaration to be filed in respect of the Project under the Haryana Apartment Ownership Act, 1983 including the exhibits, annexures, schedules and addenda thereto;
- (d) “**Government**” means the Government of the State of Haryana;
- (e) “**Regulations**” means the Haryana Real Estate Regulatory Authority, Gurugram Regulations, 2018, unless otherwise specified;
- (f) “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (g) “**Section**” means a section of the Act;
- (h) “**State**” means the State of Haryana.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of plot of lands bearing group housing Plot nos. GH -3B & GH-3C admeasuring in the aggregate 20,558 square meters situated at Sector 80, Manesar, District Gurugram (“**Said Land**”) vide Conveyance Deed dated 23.04.2024 for Plot No. GH-3C and Conveyance Deed dated 20.06.2024 for Plot No. GH -3B registered as document no. 809 at the office of the Sub-Registrar and registered as document no. 3546 at the office of the Sub-Registrar, respectively;
- B. The Said Land is earmarked for the purpose of developing a group housing residential project, which shall be known as ‘OMARA’, comprising *inter alia* multistoried apartment(s), parking spaces, community facility other common areas for the exclusive and benefit of the apartments (collectively “**Project**”). A separate independent club with a curated membership and common amenities and

facilities (“**Club**”) is also envisaged by the Promoter for exclusive use and benefits of the residents/ allottees of the Project, which shall form part of the common areas of the Project;

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with.
- D. The Haryana State Industrial Infrastructure Development Corporation (“HSI IDC”) has granted the approval/ sanction to develop the Project vide approval dated bearing RLA Allotment Letter vide Vide Allotment Ref. no. HSI IDC: 265-269 Dated 15.03.2024 & Allotment Ref. no. HSI IDC:260 Dated 11.03.2024;
- E. The Promoter has obtained approval on the (a) zoning plan dated 21.11.2025 bearing no.1497, has been granted by HSI IDC and (b) building plan dated 26.12.2025 bearing no. HSI IDC/IPD/IMT/M/2025/1544, both approved and granted by Senior Town Planner (STP) & HSI IDC Manesar for the Project. 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 in the Project *vide* application no. _____ dated _____ (“**Booking Form**”) and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no. _____ (“**Building**”) (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**) along with right to use _____ parking space(s) [and [_____] storage space admeasuring [_____] in the basement floor of the Building] (if applicable), as permissible under the applicable law and pro-rata right to use the common areas (“**Common Areas**”) as defined under Rule 2(1)(f) of Rules, 2017 of the State by virtue of allotment letter dated [_____] (“**Allotment Letter**”). The exclusive right to use the earmarked parking spaces [and storage space] shall be an integral part of the Apartment and the Allottee shall not have any right to deal with the allotted parking spaces [and storage space] independently of the Apartment as the same are an inseparable part of the Apartment. The Allottee undertakes not to sell/ transfer/ deal with such exclusive car park [and storage space] independently of the said Apartment or use the same for any commercial purpose. The Allottee undertakes to park his own vehicle in the allotted parking space and nowhere else in the Project;
- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties agree to incorporate additional terms and conditions in relation to the Project (which have been agreed between the Parties) in **Schedule F** annexed to this Agreement and agree to comply and be bound by the same. The said **Schedule F** shall be an integral part of this Agreement, and be deemed to be forming part of the operative terms and conditions set out in this Agreement;
- 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; and
- 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 Apartment for residential usage along with parking (if applicable) as specified in Recital 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 Apartment for residential usage along with parking (if applicable) as specified in Recital G.
- 1.2 The Total Price for the built up Apartment for residential usage along with parking (if applicable) based on the carpet area is INR _____ (Rupees _____ only) ("**Total Price**"), the detailed breakup of which is provided below:

Block/Building/ Tower No.: _____ Apartment No.: _____ Type: _____ Floor: _____ Parking (if applicable): _____	Rate of Apartment per square feet:
Total Price (in Rupees):	

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Apartment for residential usage along with 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) paid / payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage 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:

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 para 1.2 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 the Apartment for residential usage along with parking (if applicable) includes recovery of price of land, development/ construction of not only of the Apartment 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, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for residential usage along with parking (if applicable) in the Project.
 - (v) 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.
- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").
- 1.4 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).
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described

herein at **Schedule ‘D’ and Schedule ‘E’** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, 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.

- 1.6 The Promoter may develop and construct buildings and towers (upon the Subject Land) other than those currently being developed in the Project, as per prevailing rules and applicable provisions of law. The Promoter may utilise any excess FAR, if granted/ availed/applicable, in any part of the Project including but not limited to already constructed buildings/ towers therein subject to compliance with Section 14 of the Act and Rules made thereunder and other provisions of laws in force.
- 1.7 The Promoter shall confirm the carpet area that has been allotted to the Allottee after the construction of the said Apartment, 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 Apartment for Residential usage along with parking (if applicable) as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment for residential usage along with right to exclusively use the parking [and [____] storage space] (if applicable);
 - (ii) The Allottee shall also have undivided and indivisible a pro-rata 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 of the Project (“**Association**”) / 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. It is further clarified that the Promoter will be developing a Club with certain amenities and facilities for the exclusive use and benefit of all owners/ occupants in the Project and such Club and the facilities and amenities therein shall form part of the Common Areas of the Project;

The Allottee agrees to pay all charges including but not limited to club membership registration charges of INR _____ (Rupees _____ only) plus applicable taxes along with charges for usage of the Club. The Allottees’ right to use such Club shall, at all times, be contingent upon due and faithful observance by the Allottee of all rules,

bye-laws and conditions as may be notified by the maintenance agency/ Promoter/ Association for use and management of such Club. The Allottee understands that the Club's membership shall be co-terminus and co-existent with the ownership of the Apartment and upon transfer of the Apartment, the said membership shall, subject to applicable rules and regulations, automatically be transferred to the transferee of the Allottee. For the operation, management, maintenance, upkeep and upgradation of the facilities in the Club, the Allottee shall pay charges as may be prescribed from time to time by the Promoter/ Association / the maintenance agency that may be engaged for the operation, management and maintenance of the Club;

(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment for residential usage.

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 INR _____ (Rupees _____ only), being 10% of the Total Price, as booking amount being part payment towards the Total Price of the Apartment for residential usage along with parking (if applicable) at the time of Booking Form and/or Allotment Letter; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the Apartment for residential usage along with 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 'Trehan Promoters & Builders Pvt Ltd OMARA Project Master A/C' payable at Gurgaon. The details of the Project's master collection account are as under:

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s)

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

- 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 Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment for residential usage along with 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 Apartment for residential usage along with parking (if applicable) to the Allottee(s) and the Common Areas to the Association 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 and satisfied itself with 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 where the said Apartment for residential usage along with 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 procured under the Act. 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 Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, the Rules and Regulations 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/or as mentioned in Schedule F herein and agreed by the Allottee(s).

7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE:

- 7.1 **Schedule for possession of the said Apartment for Residential usage** - The Promoter agrees and understands that timely delivery of possession of the Apartment for Residential usage along with parking (if applicable) to the Allottee(s) and the Common Areas to the Association 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 Apartment for Residential usage along with parking [and storage space] (if applicable) as per agreed terms and conditions unless there is delay due to “*force majeure*”, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, epidemic/pandemic, lockdown, Court orders, Government policy/ guidelines, decisions or any other reasons beyond the control of the Promoter including non-provision of adequate infrastructure facilities as on the date of booking or at handing over of possession which is to be provided / developed by the Government / nominated government agency 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 Apartment for Residential usage.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee 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 Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of Building comprised in the Project along with parking [and storage space] (if applicable) shall offer in writing the possession of the 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 Building along with parking [and storage space] (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession/ from the date of offer of possession, agree(s) to pay all applicable possession and maintenance related charges and holding charges as determined by the Promoter (or the maintenance agency/manager appointed by the Promoter) / Association (or the maintenance agency/ manager appointed by the Association) / competent authority, as the case may be.

- 7.3 **Failure of Allottee to take Possession of Apartment for Residential** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment for residential usage 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 Apartment for residential usage to the Allottee as per terms and condition of the Agreement.

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

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate of the Building and handing over the physical possession of the Apartment for residential usage along with 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 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 Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a “*force majeure*”, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, epidemic/pandemic, lockdown, Court orders, Government policy/ guidelines, decisions or any other reasons beyond the control of the Promoter including non-provision of adequate infrastructure facilities as on the date of booking or at handing over of possession which is to be provided / developed by the Government / nominated government agency, if the Promoter fails to complete or is unable to give possession of the Apartment for residential along with parking [and storage space] (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 Apartment for residential usage, 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 Apartment for residential usage, which shall be paid by the Promoter to the allottee within **ninety** days of it becoming due.

In case obligation is not complied with by the Promoter

- i. the Authority shall order to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules in case the Allottee wishes to withdraw from the Project.
- ii. in case Allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in Section 72.
- iii. if the Allottee does not intend to withdraw from the Project the Authority shall order the Promoter to pay the Allottee interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the Apartment.
- iv. Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16.

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 Apartment for residential usage being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Apartment for residential usage and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

- (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 any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment for residential usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment for residential usage to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential usage along with parking (if applicable) to the Allottee(s), Common Areas to the Association or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Apartment 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 Apartment;
- (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 has been issued, 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; and
- (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*”, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, epidemic/pandemic, lockdown Court orders, Government policy/ guidelines, decisions or any other reasons beyond the control of the Promoter including non-provision of adequate infrastructure facilities as on the date of booking or at handing over of possession which is to be provided / developed by the Government / nominated government agency, 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 Apartment for residential usage along with parking [and storage space] (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 Apartment 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 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 Apartment along with 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;

9.4 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 Apartment for residential usage along with parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the Booking Amount (being 10 % of the Total Price) paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of the 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/ PLOT:

The Promoter, on receipt of Total Price of Apartment for residential usage along with parking [and storage space] (if applicable), shall execute a conveyance deed in favour of Allottee(s) preferably within three months but not later than six months from handing over possession of the Apartment to the Allottee.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions as specified at Schedule D hereto 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. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services within the Common Areas in the Project till the taking over of the maintenance of the Project by the Association or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the Project, as the case may be.

In case, the Allottee or Association fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope. The Allottee undertakes to abide by the provisions, *inter alia* on the overall management and maintenance of the Project and the Common Areas as set out in Schedule F.

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 this Agreement 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 APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter or its nominated maintenance agency/ Association or its nominated maintenance agency / competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter or its

nominated maintenance agency/ Association or its nominated maintenance agency / competent authority to enter into the Apartment after giving due notice and entering the said Apartment 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 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, maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment for along with 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 Apartment along with parking (if applicable), or the Common Areas including 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 Apartment along with parking (if applicable) and keep the Apartment along with 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 further undertakes, assures and guarantees that he/ she / they 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 shall not store any hazardous or combustible goods in the Apartment and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Promoter / Allottee/ Association 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 shall also not remove any wall, including the outer and load bearing wall of the Apartment and parking (if applicable), as the case may be.
- 15.3 The Allottee/ Association shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/ or maintenance agency appointed by Association / 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 the Apartment 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 and for areas for future developments or other lands and legally acquired additional FAR, density, etc. or as provided in the Act and this Agreement.

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 Apartment for residential usage 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 Apartment for residential usage and parking (if applicable).

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the relevant acts, rules and regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State of Haryana. The Promoter hereby is showing the detail of various compliance of above as applicable.

Details of approvals / compliances:

APPROVAL DETAILS	Details of approving Authority HSIIDC	Building Plan No. HSIIDC/IPD/IMT/M/2025/1544
		Memo. No.:N/A
		Dated: 26.12.2025
		Valid Upto: 05 Years from date of issuance.
	HARERA Registration	_____ of 2026
		Dated: _____

	Details of Building Plans approval	Memo. No. _____
		Dated: _____

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(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 with the area of the Apartment for residential usage and parking (if applicable) bears to the total area of all the 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 in the State of Haryana, Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

29. NOTICES:

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

Name of Allottee

(Allottee
Address)

M/s. Trehan Iris Promoters and Builders Private Limited (Promoter Name)

Iris Tech Park, 808, Tower A, Sector 48, Sohna Road, Gurugram (Promoter Address)

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

30. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly deemed 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 Apartment, prior to the execution and registration of this Agreement for such Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement 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 _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

At _____ on _____ in the presence
of: WITNESSES:

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

Please affix photograph and sign across the photograph
Please affix photograph and sign across the photograph
Please affix photograph and sign across the photograph

SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT FOR RESIDENTIAL USAGE AND PARKING (IF APPLICABLE)

Tower No. : _____

Unit No. : _____

Floor No. : _____

**Carpet area of Unit : _____ sq. m. (_____ sq. ft.)

Balcony Area : _____ sq. m. (_____ sq. ft.)

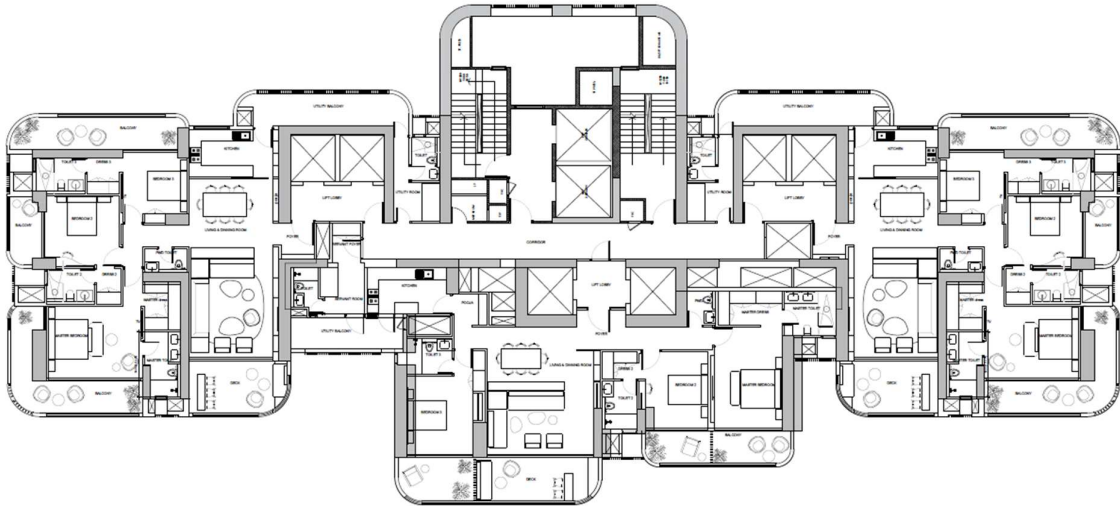
Exclusive Right to Use : _____ (_____) car parking

**"Carpet Area", shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

SCHEDULE 'B' –

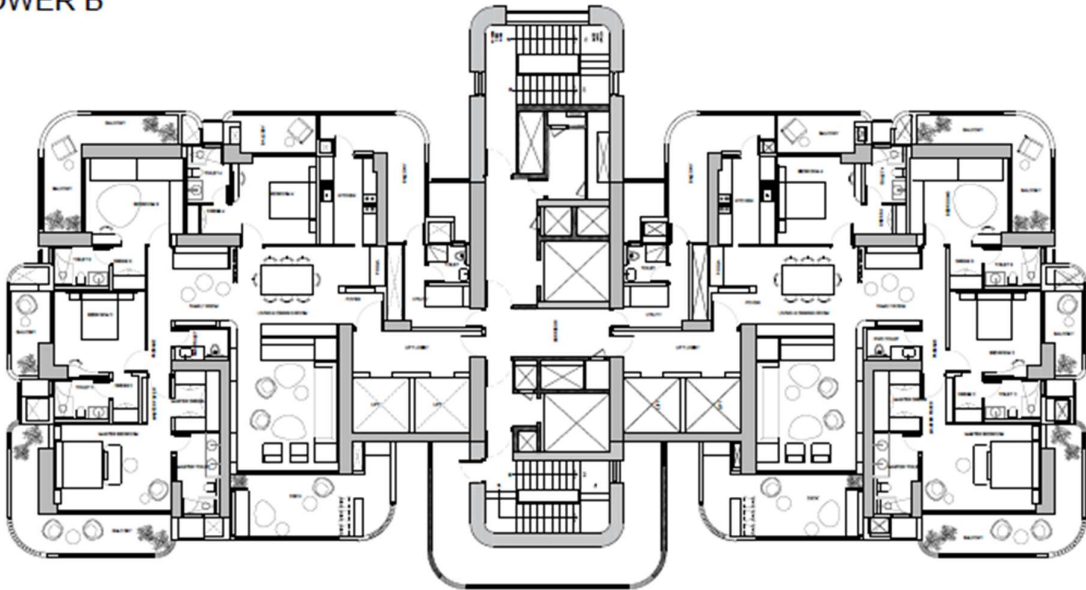
FLOOR/ SITE PLAN OF THE APARTMENT

TOWER A



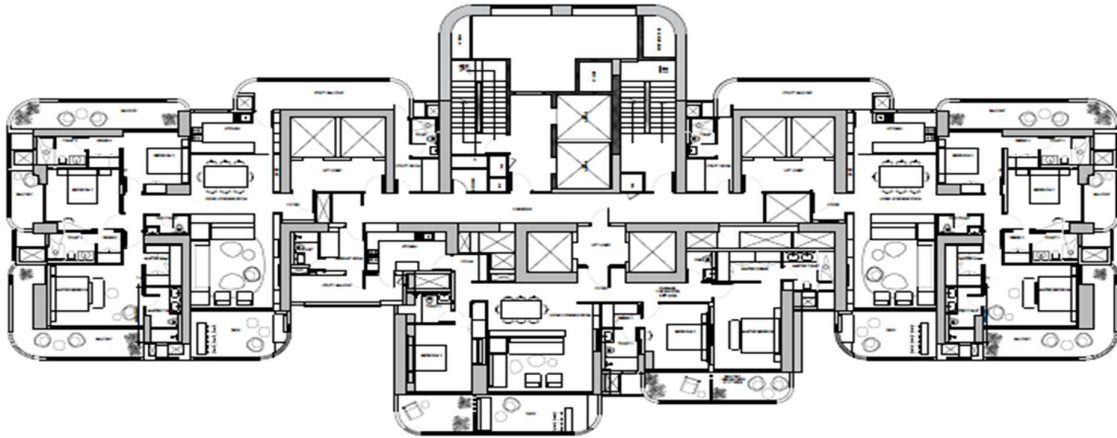
CARPET AREA IN RANGE OF 1750 TO 1765 SQFT.

TOWER B



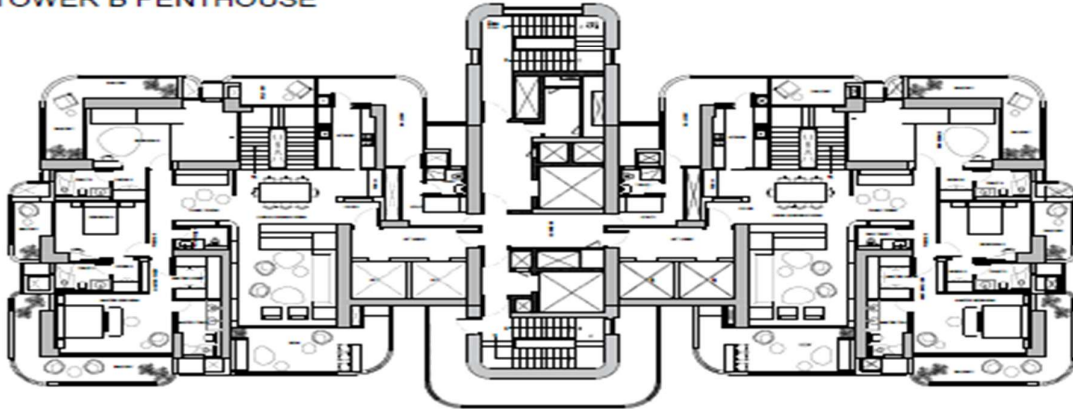
CARPET AREA IN RANGE OF 2205 TO 2210 SQFT.

TOWER C

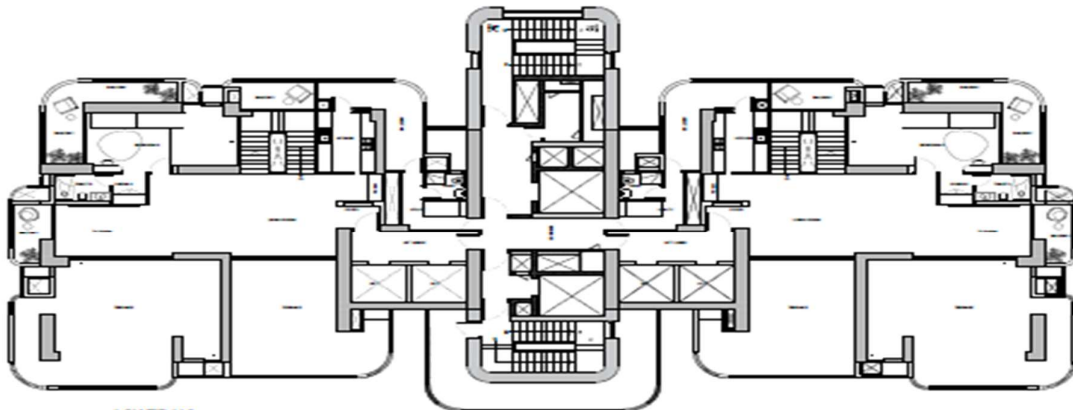


CARPET AREA IN RANGE OF 1750 TO 1765 SQFT.

TOWER B PENTHOUSE



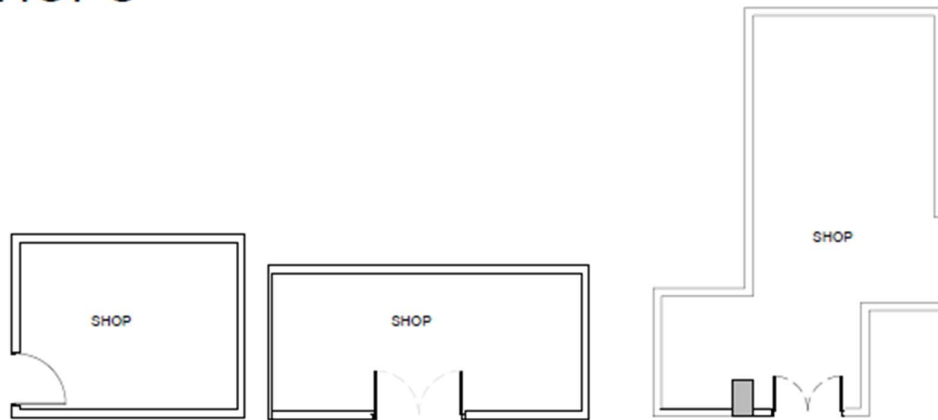
UPPER LVL



LOWER LVL

CARPET AREA IN RANGE OF 4050 TO 4090 SQFT.

SHOPS



CARPET AREA IN RANGE OF 225 TO 500 SQFT.

SCHEDULE 'C'
PAYMENT PLAN

Standard Payment Plan		
#	Particular	% Due
1	Token Money	5%
2	Within 30 days date of booking & Agreement registration	5%
3	Within 120 days from Booking	20%
4	On Completion of Tower Basement	10%
5	On Casting of 7th Floor slab	10%
6	On Casting of 20th Floor slab	10%
7	On Casting of 30th Floor slab	10%
8	On completion of Terrace floor	10%
9	Completion of the of lift lobbies	5%
10	On Application of OC	10%
11	On offer of possession + Possession related charges	5%
Grand Total		100%

Note: As per section 13 of Real Estate (Regulation and Development Act) 2016 the Promoter shall not accept more than 10% of the Cost of Apartments without entering into Agreement for Sale therefore, all allottees are directed to get to enter into Agreement for sale and register the said Agreement for sale.

Possession Related Charges: -

- a) Power Back up Charges: As per actuals at the time of possession
- b) Interest Free Maintenance Security (IFMS): _____/- PSF for 3.5 BHK and 4.5 BHK as applicable
- c) Maintenance Charges: As applicable
- d) Electricity connection charges including meter charges etc., water connection charges, sewerage connection charges, external electrification charges etc. as applicable. (to be determined at the time of offer of possession.)
- e) Club Membership Registration Charges: As applicable
- f) Club Usage Charges: As applicable
- g) Stamp Duty, Registration Charges, incidental expenses etc,: As applicable

Note:

- (i) GST is included in the pricing detail and will be payable on the cost of the Apartment at the prevailing rates, as applicable from time to time, as per the payment plan.
- (ii) Tax deduction at source (TDS) shall also be payable in addition to the above cost in case the above cost of the Apartment being purchased by the Allottee(s) is above INR 50,00,000 (Rupees Fifty Lakhs) in accordance with the applicable rates as per the Income Tax Act, 1961. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Promoter as per the provisions of Income Tax Act, 1961 and rules made there under, as applicable to this transaction. Any delay in making any payment by the Allottee(s) to the Promoter in terms of the Payment Plan annexed as Schedule B shall render the Allottee(s) liable to pay interest to the Promoter to be calculated at the rate of 18% per annum for a period of 60 days from the date of default until actual payment. If the Allottee(s) still fails to make the payment as per the Payment Plan, then the Allottee(s) shall be liable to pay delay interest @ 24% p.a., thereafter on all outstanding dues/payments from their respective due dates. Any penalty/ interest/ fine levied by the concerned authority/ies in respect of delayed or non-payment of TDS shall be attributable/ payable solely to the Allottee(s).
- (iii) The pricing detail does not include Interest Free Maintenance Security (IFMS) which shall be payable at the time of offer of possession of the Apartment.
- (iv) All calculation of additional charges and possession charges are chargeable on super area of the said Apartment.

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT
FOR RESIDENTIAL USAGE)

SPECIFICATION UNIT WISE		
1	Living/ Dining/ Foyer/ Family Lounge Flooring	
1.1	Floor	IMPORTED MARBLE OR EQUIVALENT
1.2	Walls	ACRYLIC EMULSION PAINT / OBD
1.3	Ceiling	ACRYLIC EMULSION PAINT / OBD
2	Master Bed room/ Dress room	
2.1	Floor	LAMINATED WOODEN FLOORING
2.2	Walls	ACRYLIC EMULSION PAINT / OBD
2.3	Ceiling	ACRYLIC EMULSION PAINT / OBD
2.4	Modular Wardrobes	NA
3	Master Toilet	
3.1	Floor	ANTI SKID VITRIFIED TILES
3.2	Walls	VITRIFIED TILES
3.3	Ceiling	ACRYLIC EMULSION PAINT / OBD
3.4	Counters	STONE / MARBLE / NA
3.5	Sanitary ware/ CP Fittings	ALL CHROME PLATED FITTINGS, TAPS AND MIXTURES IN EACH BATHROOM OF KOHLER / GROHE / JAQUAR OR EQUIVALENT.
3.6	Fittings/ Fixtures	ALL CHROME PLATED FITTINGS, TAPS AND MIXTURES IN EACH BATHROOM OF KOHLER / GROHE / JAQUAR OR EQUIVALENT.
4	Bed Rooms	
4.1	Floor	LAMINATED WOODEN FLOORING
4.2	Walls	ACRYLIC EMULSION PAINT / OBD
4.3	Ceiling	ACRYLIC EMULSION PAINT / OBD
4.4	Wardrobes	NA
5	Toilet	
5.1	Floor	ANTI SKID VITRIFIED TILES IN MATT FINISH
5.2	Walls	VITRIFIED TILES
5.3	Ceiling	ACRYLIC EMULSION PAINT / OBD
5.4	Counters	STONE / MARBLE / NA
5.5	Sanitary Ware/ CP Fittings	ALL CHROME PLATED FITTINGS, TAPS AND MIXTURES IN EACH BATHROOM OF KOHLER / GROHE / JAQUAR OR EQUIVALENT.
5.6	Fixtures	ALL CHROME PLATED FITTINGS, TAPS AND MIXTURES IN EACH BATHROOM OF KOHLER / GROHE / JAQUAR OR EQUIVALENT.
6	Kitchen	
6.1	Floor	IMPORTED MARBLE OR EQUIVALENT

6.2	Walls	COMBINATION OF CERAMIC/ VITRIFIED TILES AND ACRYLIC EMULSION PAINT/OBD
6.3	Ceiling	ACRYLIC EMULSION PAINT / OBD
6.4	Counters	STONE / MARBLE / QUARTZ
6.5	Fixtures	FIXTURES OF STANDARD MAKE
6.6	Kitchen appliances	CHIMNEY, HOB, MICROWAVE, REFRIGERATOR, RO, WASHING MACHINE, DRYER OF APPROVED MAKE.
7	Utility rooms/ utility balcony/ toilet	
7.1	Floor	VITRIFIED TILES
7.2	Walls & ceiling	EXTERNAL TEXTURE WEATHERPROOF WALL PAINT
7.3	Toilet	ANTI-SKID TILES
7.4	Balcony	ANTI-SKID TILES
8	Sit-Outs	
8.1	Floor	ANTI SKID VITRIFIED TILES
8.2	Walls & ceiling	EXTERNAL TEXTURE WEATHERPROOF WALL PAINT
8.3	Railings	MS RAILING AS PER DESIGN
8.4	Fixtures	NA

SCHEDULE 'E'
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

OMARA - AMENITIES			
#	Club Amenities Ground Floor & First Floor	#	Out-Door- Amenities
1	Gym	1	Multi-Functional Outdoor Area-Yoga
2	Indoor - Pool	2	Kids Playground - Outdoor
3	Wellness, SPA	3	Business Lounge - Outdoor
4	Sauna & Steam	4	Kids Pool
5	Hair Salon	5	Infinity Pool
6	Banquet Hall	6	Jogging Track
7	Restaurants	7	Flowing Water lake
8	Convenience Stores	8	Pickle Ball OR Badminton Courts
9	Pharmacy Stores	9	Cricket Pitch
10	Wellness Bar	10	Open Air Amphitheatre
11	Multi functional Room	11	Separate Service Entrance Gate for Staff & Supplies
12	Physiotherapy Room	#	Individual Tower
13	Kids Playground, Kids Club & Creche	1	Resident's Lounge
14	Entertainment Zone - Indoor Sports	2	Arrival Lobby
15	Business Lounge	3	Reception Desk.
16	Gaming zone		

SCHEDULE F

ADDITIONAL AGREED TERMS BETWEEN THE PARTIES

The Parties agree and undertake to the following terms and conditions:

1. The Allottee(s) understands:

- (a) The Allottee(s) has seen all the documents pertaining to the title and relating to the approvals of the Project herein and has fully satisfied himself/ themselves about the right, title, interest, genuineness thereof and limitations of the Promoter in the said Project.
- (b) The Allottee(s) has apprised himself of the applicable laws, notifications & rules applicable to the Project and understands all limitations and obligations in respect of it and there will be no requirement of further investigations or objections by the Allottee(s) in this regard. The said Apartment is one indivisible unit only and that he/she shall not be entitled to divide/sub-divide the ownership of the said Apartment in parts in any manner unless sanctioned building/layout plans permits the same or as permitted by law.
- (c) Document Registration- The Allottee(s) agrees and confirms that after getting the occupancy certificate/completion certificate/partial occupancy certificate/partial completion certificate, the Promoter will issue notice for getting the sale deed / conveyance deed for the Apartment (“**Sale Deed**”) executed in favour of the Allottee. Allottee(s) will be bound to get the Sale Deed executed within 90 (Ninety) days from the date of such notice by the Promoter and the Allottee(s) further agree and confirm to pay facilitation/ administrative/ internal documentation charges as applicable + applicable GST to the Promoter for getting the Sale Deed executed and the same shall be in compliance of the Act. In case the Allottee(s) fails to get the Sale Deed executed in his/her favour within the stipulated period of 90 (Ninety) days, the Allottee(s) shall be liable to pay facilitation charges as decided by the Promoter plus applicable GST. All cost and stamp duty and other related expenses shall be borne by the Allottee(s) as mentioned in this Agreement.
- (d) For registration of the Agreement, internal documentation charges will be charged and the Allottee(s) shall be liable to pay internal documentation charges as decided by the Promoter plus applicable GST in addition to the registration and any other charges leviable by any statutory authority shall be payable by the Allottee(s).
- (e) The Allottee agree that all the stamp duty, registration charges and other applicable charges for the purpose of getting the Sale Deed executed and registered shall be deposited by the Allottee with the Promoter at the time of accepting offer of possession of the said Apartment.

2. Management Terms

- (a) The Allottee understands and acknowledges that cost of such maintenance shall commence in terms of the letter of offer of possession as would be issued by the Promoter in respect of the said Apartment.
- (b) Interest Free Maintenance Security Deposit (IFMSD) - The Allottee hereby undertakes and agrees to deposit and keep deposited with the Promoter at the time of signing of this Agreement a sum of Rs. _____/- (Rupees _____ Only) calculated at the rate of Rs. _____/- per square feet of the Super Area or at the rate of Rs. _____/- per square feet of the Carpet Area of the said Apartment towards Interest Free Maintenance Security Deposit (“IFMSD”). The IFMSD shall be interest free and shall be used by the Promoter towards adjustment of any outstanding

- dues in case of any delay/ default in making payment of the Maintenance Charges or any other charges by the Allottee. In the event any amount from the IFMSD is adjusted towards payment of any arrears, the Allottee shall pay the amount adjusted/ deducted there from immediately, such that the amount of the IFMSD is always equivalent to the original security amount payable by the Allottee. In case of any delay in paying the additional amount, the Allottee shall become liable to pay interest thereon at the specified rate.
- (c) Utility Charges/ Installation: In addition to the aforestated payments as mentioned herein, the Allottee agrees to remit the following utility charges to the Promoter (or its nominated maintenance agency) / Association (or its nominated maintenance agency), as the case may be, as and when demanded by the Promoter (or its nominated maintenance agency) / Association (or its nominated maintenance agency):
- (1) The actual cost of electricity connection and usage, power back up facility sewer and water consumption charges and/ or any other charges which may be payable in respect of the said Apartment. The Allottee shall also pay to the concerned authority charges for electric meters, its installation, security deposit thereof and other related electric supply charges.
 - (2) The pro-rata cost/ fee/ charges of any government/ Municipal corporation/ Municipal corporation/ Water & sanitation Department for obtaining the water and sewerage connection related to the said Apartment. The connection shall be in the name of the Project and the cost mentioned above shall be divided between the Allottee(s)/ occupants of the Project.
 - (3) Charges/ cost/ deposits that shall be payable directly or indirectly for installation, laying and creating basic infrastructure of the gas pipeline upto the kitchen of the said Apartment. The gas agency shall be decided and finalized by the Promoter without any approval from the Allottee.
- (d) In order to look after administration and management of essential common infrastructure facilities in the Project, the Promoter will facilitate formation of a single Association of the Project comprising of all allottees of the Project, over a period of time, the charges for which shall be proportionately contributed by all such allottees. However, till then the role of the Association shall be performed by the Promoter or its assignee/ appointed maintenance agency at the proportionate cost/ contribution of the respective allottees. The Allottee accepts and understands that the Allottee shall join the Association to be registered with the jurisdictional registrar of societies and as recognized by the Project, for the Project and on behalf of all the allottees and to pay any fees/ subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- (e) The Allottee acknowledges that the Promoter and [] (“**Manager**”) have entered into a management agreement dated [] (“**Management Agreement**”) to manage the Project (including the Club comprised therein) to be developed on the Said Land, which upon formation of the Association and handover of the Project to the Association, shall be novated in favour of the Association. Allottee acknowledges and confirms that he / she has inspected the copy of the Management Agreement, and agrees to abide by the same at all times. The Promoter relying on this specific undertaking of the Allottee(s) has agreed to allot the said Apartment and this undertaking shall survive throughout the possession and occupancy of the said Apartment by the Allottee(s).
- (f) The Allottee acknowledges that the Allottee has been made aware of the existence of the Management Agreement at the stage of promotion of the Project, and also at the time of Allottee making the Booking

Form for the Apartment. The Allottee agrees and undertakes to co-operate and take all steps necessary to give effect to such novation of the Management Agreement in favour of the Association. Allottee undertakes and agrees to procure the acceptance by the Association of the novation of the Management Agreement, and/ or adoption or amendment of the by-laws of the Association as are necessary to ensure that the Management Agreement continues to remain in force and effect from the date of constitution of the Association, and handover of Common Areas to the Association.

- (g) The Allottee has inspected the Management Agreement and has understood the rights and obligations of the parties therein. The Allottee confirms and acknowledges that but for the Allottee's consent to be bound by the terms as contained in the Management Agreement, the Allottee would not be considered for allotment of the Apartment. The Allottee further understands the Allottee's unequivocal consent to be bound by the Management Agreement forms a condition precedent for Allotment of the Apartment.
- (h) Allottee will, jointly with the other allottees of the Project, observe and perform all the terms and conditions of the Management Agreement as required therein. Allottee also acknowledges and agrees that pursuant to the terms of the Management Agreement, during such time that the Project is managed by the Manager, Allottee and the other owners within the Project are obligated to pay to Manager for its management services the Management Fee (as defined in the Management Agreement), in addition to the other fees and charges for the Project.
- (i) The Allottee further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/ or other writings as required, at the sole discretion of the Promoter or nominated maintenance agency (including the Manager on behalf of the Promoter), for the purposes of framing rules for management of the Project and the Allottee(s) also agree(s) and confirm(s) not to raise any disputes/ claims against the Promoter or nominated maintenance agency (including the Manager) and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and/ or Association for any act, deed, matter or thing committed or omitted to be done by the maintenance agency in the due course of such maintenance, management and control of the Project, and/ or Common Areas.
- (j) The Allottee represents that it had made the Booking Form and entered into these presents being aware of the Management Agreement and the novation thereof (as applicable) executed between the Promoter and the Manager and that it shall neither do nor omit to do anything that directly or indirectly jeopardises the rights and obligations of the parties thereunder.
- (k) The Allottee accepts and understands that the provisions of maintenance services and use and access to the Common Areas (including parking spaces) in the Project shall at all times be subject to payment of all costs, charges, fee etc., by whatever name referred to, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds, reserve fund, etc. ("**Maintenance Charges**") to the Manager on behalf of the Association under the terms of the Management Agreement and performance of all conditions, covenants, obligations and responsibilities of the Allottee under the Booking Form, Allotment Letter, Agreement, Sale Deed and the Management Agreement. The rates of maintenance and service charges shall be fixed by the Manager on behalf of the Association under the terms of the Management Agreement..
- (l) The Allottee accepts and understands that Maintenance Charges shall be fixed based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of offer of possession regardless of the actual date of possession or otherwise and the

Allottee undertakes to promptly pay the same. The Allottee accepts and understands that estimates of Maintenance Charges shall be shared by the Manager on behalf of the Promoter till such time the Association is formed, and thereafter when formed, on behalf of the Association in accordance with the terms of the Management Agreement.

- (m) The Allottee understands and acknowledges that the Manager has been appointed as the exclusive property manager of the Project under the Management Agreement, and so long as the Management Agreement is subsisting, the Allottee shall not, and shall ensure that the Association does not, appoint any other manager, caretakers or the like for management or maintenance of any portion of the Project.

3. Mode of Payment

- (a) The Allottee shall comply with the provisions of Section 194IA of the Income Tax Act, 1961, and shall accordingly deduct applicable tax deduction at source and deposit the same with the concerned authorities within the stipulated time period. The Allottee shall be solely responsible for any non-compliance with the aforesaid provision and in such an event the Promoter shall be entitled to recover the same from the Allottee together with any other costs/penalties as may be incurred by the Promoter.
- (b) For all payments, the date of clearance of the demand draft/ pay order/cheque shall be taken as the date of payment. The dishonour of the demand draft/pay order/cheque for any reason shall entitle Promoter to charge from the Allottee an additional amount of Rs.500/- towards administrative handling charges plus bank charges, if any.
- (c) The Allottee authorizes the Promoter to adjust/appropriate all payments that shall be made by the Allottee under any head(s) of dues against outstanding heads in Allottee(s) name and the Allottee shall not have a right to object/demand/direct the Promoter to adjust the payments in any manner otherwise than as decided by the Promoter.

4. Time is Essence

The Allottee agrees that time is of the essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee as per this Agreement and/or as demanded by the Promoter from time to time and also to perform/observe all the other obligations of the Allottee under this Agreement. The Promoter is not under any obligation to send any reminders for the payments to be made by the Allottee as per the schedule of the Payment Plan and for the payments to be made as per demand by the Promoter or other obligations to be performed by the Allottee.

5. Construction of the Project/ Apartment

- (a) The Allottee agrees and confirms that Project, where the Allottee has been allotted his/her Apartment is a self-contained independent group housing Project. The Allottee agrees and confirms that the Promoter is free to develop and construct the whole Project in multiple phases as per Promoter's time-schedule and/or develop additional towers/ apartments and/or join additional lands and to integrate the infrastructure including but not limited to connect the electric, water, sanitary, power back up, air-conditioning, drainage fittings, sewage connections in the future and additional construction/development with the existing infrastructure in the overall interest of the Project and that of the Allottee, without any objection from the Allottee.
- (b) The Allottee understands and agrees that the Promoter may merge/join additional lands (if any) to the Said Land as may be approved by the concerned government authorities in future. The Promoter has absolute rights to utilize the floor space index available to the additional lands, if

- any, as and when the same is available in future under the laws prevalent at that point of time and approved by the concerned government authorities. The Allottee agrees that the Promoter shall be free to merge the additional lands in the Said Land. The Allottee gives his/her/its no objection/ irrevocable consents to the merger of such additional lands to the Said Land.
- (c) The Allottee understands that no structural changes shall be permissible for the said Apartment. Any such need-based change shall have to be pre-approved in writing from the Promoter and competent authority (if needed) without which it shall be treated as an event of default which may even culminate into cancellation of allotment and/or imposition of heavy penalty upon the Allottee.
 - (d) The Allottee has agreed that any additional FAR received/receivable under the bye-laws and provisions prescribed under Gurgaon Master Plan or any other Act/Rules/provisions will be usable by the Promoter as applicable on the entire or any part of the Said Land/other lands as per HRERA.
 - (e) The Allottee agrees and accepts that presently the Project is designed on the basis of permissible FAR prevalent in the Gurgaon master plan of _____. The Promoter may in future apply and revise the designs based on any increase in FAR due to any revisions in bye laws/ master plan and that he/she/it shall raise no objection to the same and that the Allottee understands that its rights/claims in the same shall be as per the applicable norms. The Allottee further have no objection that in case the Promoter gets additional floors approved in future and gets additional apartments within the said Project. The Promoter shall have the sole discretion and right to utilize any additional FAR granted to the Project by any statutory authority, including but not limited to constructing additional buildings / floors in the Project as per the approvals granted by the statutory authorities. The Allottee further agrees to give their consent/no objection, as and when required, for additional FAR granted to the Promoter in the Project, and the additional development to be carried out to utilize such additional FAR.
 - (f) The Allottee further confirms and undertakes that, it shall bring to the notice of the Promoter any deficiency in relation to the workmanship/ quality or services provided by the Promoter in the said Apartment as mentioned in the Schedule D, within a period of 15 (fifteen) days from the date of taking possession of the Apartment. The Allottee understands that due to the changes made by the Allottee in the Apartment, the Promoter will not be able to carry out any rectification work unless the same is brought to the notice of the Promoter in the aforesaid period.

6. Process of Handover of said Apartment

- (a) Date of offer of possession would be the date on which the letter regarding the offer of possession is sent to the Allottee by the Promoter herein at the address as provided by the Allottee in this Agreement or any other address as may be officially communicated by the Allottee in writing through registered post or by hand or through any kind of electronic media i.e. through e-mails as provided by the Allottee in this Agreement and various other documents submitted by him/her and in case of non-acceptance of the Letter of offer of possession or non-payment of any charges mentioned in this Agreement or in the Letter, the Promoter shall be well within its rights to recover the same as mentioned in this Agreement.
- (b) The Allottee shall himself/herself or through its attorney take possession of the Apartment within the specified time mentioned in the Letter of offer of possession, subject to compliance of all conditions as mentioned in the Letter of offer of possession and clearance of all dues/ outstanding and after obtaining the no-dues certificate from the Promoter. In the event, the Allottee does not or fails to accept and take delivery of the said Apartment within such time as may be notified in the notice, the delivery of the said Apartment shall be deemed to have been taken by the Allottee on the date indicated in the notice and the Allottee in addition of being responsible to pay the maintenance charges shall also be liable to pay holding charges for the Apartment as decided by the Promoter per month till the actual date of taking the handover of the Apartment. It is however clarified that, the Allottee shall pay all such said amount of holding charges and maintenance charges / outstandings to the Promoter before

taking the handover of the possession of the said Apartment. Upon taking the possession of the said Apartment to his/her own satisfaction, the Allottee shall not be entitled to put forward any claim against the Promoter in respect of any item of work for any reason whatsoever.

- (c) If the Allottee fail to reimburse such amounts of holding charges and maintenance charges / outstandings to the Promoter, then without prejudice to all other rights of the Promoter, the Promoter may adjust such amounts from the Interest Free Maintenance Deposit (IFMSD) paid by the Allottee(s) in that respect to the extent possible.

That in case the said IFMSD has been adjusted by the Promoter and after that, the Allottee approaches the Promoter for the handing over of the possession of the said Apartment, then the Allottee shall first clear all the dues/ outstanding and replenish the entire IFMSD and only after the payment of the same and compliance of all other conditions as per this Agreement, the Promoter shall handover the possession of the said Apartment to the Allottee.

- (d) In case of failure to take possession of the said Apartment within the stipulated time, the Allottee shall be liable to pay interest to Promoter on the unpaid amount at the rate prescribed in the rules. Further, the Allottee agrees that he/she will take possession of the allotted Apartment when offered and shall not delay/avoid taking over the possession on the pretext that some work in other adjoining areas is still going on, which may take some more time.
- (e) The Allottee agree that they shall have no objection for 24hrs X 7 Days working in the Project even after possession as different phases of the Project might be under construction at different point of time.
- (f) The Allottee undertakes and agrees that it shall be obligated to complete the fit out works of the Apartment within a period of ___ months from the date of offer of possession as per the conditions of the letter of possession, fit out manual and this Agreement along with approval of drawings by the Promoter. However, if the Allottee (fails to complete the fit outs within the aforestated time period of ___ months, the Allottee(s) shall be liable to pay delay charges as specified by the Promoter from time to time. Further, the Allottee is completely aware that timely completion of fit out works within the aforestated time period is the essence of this Agreement and is essential for enabling the Project to be in a fit and habitable condition for the occupants. The fit out works shall be carried out by the Allottee at its own responsibility, risk and consequences and the Allottee shall keep the Promoter fully indemnified against any losses, claims, damages etc. that may be suffered by the Promoter, as a result of carrying its fit out activity at the Said Apartment.

7. Loans, Financial Contingency taken by Allottee:

The Allottee may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from the bank(s)/financial institution(s) after obtaining prior written permission from the Promoter. Any such arrangement/ agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or loan from any bank/financial institution, the Promoter may issue the permission/ NOC as may be required by the banks / financial institution subject however, that Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall keep Promoter(s) indemnified from all costs, expenses, injuries, damages etc. which Promoter may suffer for any breach/ default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker /

financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for the purchase of the Apartment. The Allottee hereby agrees that the Promoter shall be entitled to cancel this Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee. Further, any refusal/delay by any bank/financial institution in granting financial assistance and/or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Allottee to use it as an excuse for delay or defaulting in making any payment of installment(s) which have fallen due and any such delay or default in making payment of the installment, as per the Payment Plan shall make the Allottee liable to pay the stipulated interest as time is of the essence of this Agreement. Further, in case the Allottee seeks cancellation of his allotment on the above mentioned ground, the Promoter will refund his money after deducting the Booking Amount, the interest on the delayed payments and brokerage, commission, taxes, cess, fee etc., paid if any, by the Promoter. Furthermore, the Promoter shall have first right, lien, and charge on the said Apartment for all its dues and claims with the Allottee, till the Allottee clears all its dues.

8. Covenants of the Allottee:

- (a) The Allottee agrees and understand the right of the Promoter under the provisions of HRERA Rules 2017 to have the differential prices of the apartments in the Project and that the Allottee has fully agreed and satisfied himself/ herself with the Price/ Total Price of the Apartment allotted to the Allottee.
- (b) The Allottee hereby covenants with Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Promoter and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that Promoter may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.
- (c) The Allottee shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Apartment. Promoter shall in no way whatsoever be responsible or liable for such payment, commission, or brokerage nor does the Allottee have the right to deduct such charges from the Total Price payable to the Promoter for the Apartment. Further, the Allottee shall indemnify and hold Promoter free and harmless from and against any or all liabilities and expenses in this connection.
- (d) The Allottee understands that the revision of the plans may result in change in the area of the respective apartments including change in the said Apartment no. The Allottee further agrees that there may be any future amendments in the approved layout as well. All the above mentioned amendments shall only be done as per the permitted norms/ laws/ revised plans.
- (e) Nomination, Assignment and Transfer of Rights in this Agreement:

At any time prior to the execution of the Sale Deed, the Allottee shall not be entitled to nominate a third party or assign this Agreement to a third party without the prior written consent of the Promoter and shall obtain a NOC from the Promoter before such aforesaid nomination, assignment, and sale. For any aforesaid permitted nomination of any third party or assignment of this Agreement, the Allottee shall be liable to pay transfer charges along with administrative charges as may be decided by the Promoter. In case of any changes requested by the Allottee in the executed documents not limiting

to name change (family members), address change, change in unit number, etc. shall attract administrative charges as may be decided by the Promoter.

The Allottee shall give prior written intimation of 60 days to the Promoter of its intention to transfer its rights under this Agreement. The Allottee shall pay administrative and other charges as may be fixed by the Promoter from time to time in relation to the transfer of its rights under this Agreement. These charges shall be applicable for each and every transfer, and the said transfer charges would be enhanced by the Promoter as it may decide in its own discretion. There will be administrative/ documentation charges as may be decided by the Promoter.

The Allottee understands that at any time after the date of this Agreement there is any restriction imposed on nomination/ transfer/ assignment of the allotted said Apartment by any authority or payment of the stamp duty or any other charges through any order, the Promoter will have to comply with the same and the Allottee shall abide by such aforesaid restrictions(s) and shall bear all expenses pertaining to any such registration including the stamp duty and registration charges as shall be involved thereunder.

- (f) The Allottee represents that the Allottee shall not use the said Apartment for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other owners or residents of the Project; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the said Apartment which tends to cause interference to any adjacent apartment/ tower/ adjacent plot(s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee shall indemnify Promoter against any action, damages or loss due to misuse for which the Allottee/ occupant shall be solely responsible. The Allottee shall ensure that all such Fit Outs done internally within the said Apartment shall not pose any nuisance to the other occupants and also protect against fire, pollution or health hazards, noise etc. in the Project.
- (g) The Allottee agrees and understands that the drawings, models, website, brochures, advertisements and any marketing material used by the Promoter directly or indirectly are “Provisional” and the actual Apartment or Project may vary from the displayed materials.
- (h) The Allottee shall not use the said Apartment in the manner, so as to cause blockage or hindrance to common passages, veranda, or terraces. No common parts of the tower/ other tower/blocks of the Project will be used by the Allottee for keeping/chaining Pets/Animals, Dogs, Birds, and no storage of cycles, motorcycles, waste/ refuse nor the common passages shall be blocked in any other manner. If any of the dogs/pets dirty the compound or any other common area of the tower/ blocks/ Project, the Allottee will be solely responsible for cleaning the same and ensuring that pets are properly taken care of. The Allottee shall adhere to pet policies as may be formulated by the Promoter (and/or the nominated maintenance agency) in this regard from time to time.
- (i) The Allottee agrees to adhere at all times the standard tenancy policy formed by the Promoter (and/or the nominated maintenance agency) to maintain the niche and luxury of the Project.
- (j) The Allottee shall carry out all the interiors & internal maintenance of the said Apartment at his/ her own cost. The insurance of the said Apartment, as well as the interior of the said Apartment, shall be the responsibility of the Allottee and the Promoter shall not, in any case, be held liable for any damage or loss which may occur to the same or due to the same. In case any damage of whatsoever nature occurs in the common areas of the Project, due to any act or omission of the Allottee or its representative/ tenant, the Allottee shall be liable to pay for the cost of repairs of the same to the

Promoter. If the Allottee fails to reimburse such cost to the Promoter/ maintenance agency, then the Promoter/ maintenance agency shall be entitled to adjust such costs/ expenses from the IFMS available with the Promoter/ maintenance agency.

- (k) The Allottee understands, that any kind of dispute or action whether civil or criminal including theft or dispute with the co-owners/ Allottee, neighbours or other occupants of the tower or the Project for which the jurisdiction lies with the judicial courts shall be dealt with by the occupants/ owners/ Allottee or the persons claiming through them on their own and neither Promoter or the agency/ies so maintaining the common areas as the case may be, shall be responsible for the same.
- (l) The Allottee understands and acknowledges that to maintain the peace in the Project, no individual genset for the said Apartment shall be permitted, under whatsoever circumstances.
- (m) The Allottee shall not use, or permit to be used, the Apartment for any commercial purposes including as vacation club or timeshare product, or renting the Apartment to rental services such as “Airbnb”, “Stay Vista”, “VRBO”, “Booking.com”, “Homeaway”, “FlipKey” and similar online rental service companies.