

**AARIZE REALTECH LLP**

**3rd Floor, Unit no. 301-309, Spaze Boulevard-1, Sohna Road, Sector- 47, Gurugram-122001  
(LLPIN No. ACB-1333)**

**website: [www.aarize.in](http://www.aarize.in) Phone: +91-124-4156000**

**Application Form for the provisional allotment of a Retail/Commercial Unit in "Aarize The Tessoro" ("Project"), Revenue estate of village Bajghera, Sector-114, Gurugram Manesar Urban Complex, district Gurugram, Haryana - 122017.**

AARIZE REALTECH LLP ("Promoter")  
3rd Floor, Unit no. 301-309, Spaze Boulevard-1,  
Sohna Road, Sector- 47, Gurugram-122001.

Dear Sir/s,

I/We request that I/we may be provisionally allotted a Retail/  
Commercial unit no. in Floor ("Unit") with Carpet Area of approx. sq.ft./sq. mtrs.] ("**Carpet Area**"), Super  
Area of approx. sq.ft. ("Super Area"), the details whereof are mentioned in '**Schedule-I**' and the specifications  
are mentioned in '**Schedule-II**'. Project "**Aarize The Tessoro**" is a Commercial colony located in the Revenue  
estate of Village Bajghera, in Sector 114, Gurugram, Haryana - 122017, India. The License No. 38 of 2024  
dated 12-03-2024 and building plans for the Project have been approved by DGTCP/DTCP vide **Memo No. ZP-  
1990/JD(RD)/2024/28095 dated 06-09-2024**. I/We understand that the Unit is commercial/retail in nature.

A sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) towards Earnest money and GST as applicable for the Retail/  
Commercial unit is being paid vide Cheque/Banker's Cheque/Pay Order/Demand Draft bearing no(s).  
\_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_ payable at  
\_\_\_\_\_ or through electronic transfer vide NEFT/RTGS/UTR No.  
\_\_\_\_\_, sent through \_\_\_\_\_  
\_\_\_\_\_ Bank on \_\_\_\_\_.

I/We have complete knowledge of the Project, and have also seen the sanctioned building plans (including all  
revisions thereof). I / We agree that the provisional allotment of the Unit shall be subject to  
my/our Application being complete in all respects and the Earnest money deposited with the Application Form  
realized by the Promoter. I/We also agree that the provisional allotment of the Unit shall be at the absolute  
discretion of the Promoter and in case of rejection of my Application, I / We undertake not to claim  
any compensation or interest from the Promoter except the refund of my/ our initial booking amount.

The Promoter agrees to execute Agreement for Sale ("**Agreement**") for the Unit in accordance with  
the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana  
Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and any amendments  
made therein from time to time and prevailing as on the date of execution. I / We undertake to pay  
the registration fee for the registration of the Agreement and / or other incidental expenses thereto.  
The allotment of the Unit shall be subject to terms and conditions of this Application Form, and/or Agreement (to be  
executed) and other such terms and conditions as in future may be applicable and I/We undertake to abide by

such terms and conditions.

The Project is duly registered under the Real Estate (Regulation and Development) Act, 2016 along with the rules and regulations framed thereunder by the Government of Haryana with the Haryana Real Estate Regulatory Authority at Gurugram on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

I/We understand that the provisional Allotment of Unit does not constitute an Agreement and does not confer any right to me/us in the Unit unless an Agreement has been executed by the Promoter on receipt of at least ten percent of the Total Consideration Value of the Unit. I/We undertake that upon provisional Allotment of the Unit by the Promoter, to me/us, I/we undertake to timely execute the Agreement within 30 days and other documents in the manner and also in accordance with the provisions of the applicable Law being in force at that time, at my/our expenses/cost.

I/We agree that timely payment of the installments of the Total Consideration Value and other charges for maintenance of essential services and common facilities (as mentioned in 'Schedule III' hereinafter), as per the Payment Plan (as mentioned in 'Schedule-IV' hereinafter) is the essence of the Allotment. I/We declare and confirm that I/We have understood the Payment Plan, and the binding effect of the terms and conditions and the implications of non-compliance.

The Promoter, subject to force majeure circumstances, proposes to complete and hand over possession of the Unit on or before 11-03-2029 and complete the Project on or before 11-03-2029. However, the period of completion of the Project for the reasons attributing beyond the control of the Promoter may be extended with the approval of the competent authorities / RERA / HRERA. The Applicant confirms having understood that since the Project is proposed to be developed in a phase-wise manner certain facilities and services might be made available in accordance with the phase-wise construction of the Project and shall be available as the construction progresses.

I/We have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana / Project, which have also been duly explained by the Promoter and understood by the Applicant. My/Our particulars are stated in 'Schedule-V'.

The documents as mentioned in 'Schedule-VI' are enclosed herewith this Application.

I/We understand that the terms and conditions mentioned in 'Schedule-VII' are indicative in nature which are subject to change at the discretion of the Promoter.

I/we in order to reap maximum benefits of the investments made by me / us agree and confer the right to the Promoter for pre-emptive right of leasing the Unit either individually and/or collectively with other units for the larger benefit of the respective allottees of the units concerned.

The communications sent by the Promoter on the E-mail address provided by the First Applicant shall be deemed to have been duly served upon me /us.

**DECLARATION:**

I/ We have fully read and understood the terms and conditions as set out in the Application Form and Schedules thereto. I/ We undertake to abide by such terms and conditions including any amendment therein from time to time. I/ We further declare that the details/information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Promoter of being false and untrue on my / our part, the Promoter at its sole discretion may cancel the Allotment and initiate appropriate legal action at my/ our costs, risks and consequences.

Yours faithfully,

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Applicant(s)

**RERA Registration No. \_\_\_\_\_ dated registered with the Haryana Real Estate Regulatory Authority.**

**SCHEDULE I****DETAILS OF THE RETAIL/ COMMERCIAL UNIT**

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**Project: Aarize The Tessoro**

Unit No.:

*Carpet Area of the Unit* \_\_\_\_\_ *sq.ft./* \_\_\_\_\_ *sq. mtr.(approx.)(1sq.mtr. =10.764sq.ft.)**Super Area of the Unit* \_\_\_\_\_ *sq.ft*

I/We are the applicant(s) of Unit No. \_\_\_\_ on \_\_\_\_ floor in the Commercial Colony Project being developed by **AARIZE REALTECH LLP** (hereinafter referred to as the '**Promoter**') in Revenue estate of village Bajghera, Sector-114, Gurugram Manesar Urban Complex, district Gurugram, Haryana - 122017.

SITE PLAN



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**TOTAL CONSIDERATION VALUE (TCV)**

**Total Consideration Value of Unit is ₹.....@Rs.....persq.ft.of Carpet Area (Cost of the Unit is ₹...../-and GST amount of ₹...../-as Calculated @12%).**

A Carpet Area of \_\_\_\_\_sq.ft./ \_\_\_\_\_sq.mtr.(approx.);

A Super Area of \_\_\_\_\_sq.ft.(approx.);

The Total Consideration Value (TCV) as mentioned above is inclusive of

- Basic Sale Price (BSP)
- Preferential Location Charges (PLC), if any
- External Development Charges (EDC) & Infrastructure Development Charges (IDC)
- Goods and Service Tax (GST)
- Exclusive Car Parking spaces, if any

**OTHER CHARGES**

- IFMS
- Power Back-Up Infra Charges
- Labor Cess Charges
- Amount of external electrification connection including cost of setting up of switching station/ESS as per actual
- Exclusive car parking space (additional, if any)
- Advance Maintenance Charges payable to nominated Maintenance Agency and thereafter Monthly maintenance charge payable to nominated Maintenance Agency/Promoter
- Water Connection Charges
- Sewerage Connection Charges and Storm Water Drainage Connection Charges
- Applicable Stamp Duty charges and Registration Charges towards registration of Conveyance Deed
- Applicable Stamp Duty Charges and Registration Charges towards Builder Buyer Agreement as and when the same is to be registered
- Any Revision in EDC/IDC, GST and other statutory charges as communicated by the Promoter from time to time.

**Notes/Terms:**

- All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order /Demand Draft payable at New Delhi/Gurgaon only or through electronic transfer mode (as permissible under applicable Law) drawn in favor of / to the account of "**Aarize Realtech LLP The Tessoro Master Collection A/c**" with ICICI Bank. The Application would be considered for provisional allotment subject to realization of the initial Booking Amount. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
- The allotment shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time.
- Upon issuance of the Allotment Letter, the Applicant shall be liable to pay the Total consideration value and the Other Charges as specified herein in accordance with Schedule of Payment together with the applicable government taxes and levies, time being of all essence.

- The Total Consideration Value(TCV) is inclusive of Development Charges (DC)(External Development Charges("EDC")andInfrastructureDevelopmentCharges("IDC"),ElectricityInstallationCharges,ApplicableStatutory Charges, Tax, LabourCess, Duty, VAT, GST. In addition to the Total Consideration Value Water, Gas and Other Utilities Infrastructureand Connection Charges. Further, any revision in EDC, IDC, Statutory Charges, Taxes, GST, VAT,LabourCess , shall be communicated and shall be charged as applicable from time to time as per the applicable rates.
- The Applicant has applied for the booking and allotment of the Unit being fully aware of the cost of the Unit, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into existence with effect from 01.07.2017. All bookings made on and with effect from 01.07.2017 will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant also confirms that he / she shall not claim any GST credit and/or claim any reduction in price of the Unit due to application of GST.
- The Applicant shall, in relation to the Unit (so allotted), make all payments to the Promoter from his own bank account only and not from and through the bank account of any third party. The Applicant alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit (so allotted) shall be issued in favor of the Allottee only. Payments from sources other than the Applicant(s) ("Third Party") is/are to be accompanied with requisite no-objection certificate(s) as per the approved format of the Promoter failing which the Promoter may in its sole discretion reject the same and return directly to said Third Party.
- The Agreement for Sale shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable Laws including the Haryana Apartment Ownership Act, 1983 (along with the rules and regulations as may be framed thereunder) and the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 (along with the rules and regulations as may be framed thereunder by the State of Haryana).
- If Allotment of the said Unit is cancelled either by the Applicant or by the Promoter, the Allottee shall cease to have any claim against / upon the said Unit and / or against the Promoter (except for the refund as stated herein) and the Promoter shall be free to deal with the said Unit in any manner whatsoever without any further reference/intimation to the Applicant.
- Please further note that the Agreement for Sale shall contain detailed terms and conditions of the sale of the Unit in favor of the Applicant/Allottee. Further, in the event of any contradiction between the terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.
- In the event the Applicant / Allottee fails or neglects to comply with any of his obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in 'Schedule-IV' hereto (and interest thereon, if any) or seeks to withdraw or cancel the Allotment/Agreement for sale in respect of the said Unit (so allotted), the Applicant / Allottee shall be deemed to be in default and the Promoter shall be entitled to forfeit the amount paid for the allotment (i.e. earnest money being 10% of the Total Consideration Value (TCV) and interest component on delayed payment (payable by the Applicant /Allottee for breach and non-payment of any due payable to the Promoter) and brokerage and any rebates availed earlier / margin / incentive paid to a Indian Property Associate / Channel Partner in case the booking is made through a Indian Property Associate / Channel Partner. The rate of interest payable by the Applicant/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 Applicant / Allottee



shall be returned by the Promoter to the Applicant / Allottee within 90 (ninety) days of such cancellation or withdrawal.

- The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or all other applicable government levies and taxes, brokerage and any rebates availed earlier / margin / incentive paid to a Indian Property Associate / Channel Partner in case the booking is made through a Indian Property Associate / Channel Partner, if any, interest. For sake of clarity, the interest and/or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Applicant / Allottee towards Consideration Value is less than the earnest money being 10% as defined by Haryana real estate regulatory Authority (HARERA) of the Total Consideration Value, the Applicant / Allottee shall be liable to pay to the Promoter the deficit amount. The payment of refund Amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, as per the applicable Law.
- The Applicant shall also pay, as and when demanded by the Promoter, the pro-rata share of any Value Added Tax (VAT), Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant to the Promoter (collectively referred to as "Taxes"). The Applicant shall further be liable to pay any change/modification in Taxes as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit).
- The heads as mentioned in this Application Form and more particularly the payment schedule are subject to change as per and as permissible under the applicable laws and more particularly the rules to be notified by the State Government of Haryana under the Real Estate (Regulation and Development Act), 2016 and any modifications thereunder.
- The Applicant shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Applicant. Any delay or default in making payment of the instalments, the Promoter shall charge interest at the rate of State Bank of India highest marking cost of lending rate plus 2% per annum from the due date.
- Stamp duty and registration charges on actuals shall be payable by the Applicant over and above the Total Consideration.
- It shall be the sole responsibility of non-resident/foreign national/person of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.
- To avoid penal consequences under the Income Tax Act, 1961, where Total Consideration Value (TCV) for the unit exceeds Rs. 50,00,000/- (Indian Rupees Fifty Lakhs only), the Applicant is required to comply with provisions of Section 194IA of the Income Tax Act, 1961 (effective from 01st June 2013), by deducting Tax at Source (TDS) @ 1% (one percent) from each instalment/payment. Applicant shall be required to submit TDS certificate and Challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant.
- Taxation particulars of **AARIZE REALTECH LLP**  
PAN No.: ACBFA9596Q  
ID of GST: 06ACBFA9596Q1ZJ
- This Application shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Gurugram alone shall have exclusive jurisdiction over all matters arising out

*of relating to this Application.*

*\*Conditions apply*

*RTGS Details*

*Bank Name: ICICI Bank*

*Account No.: 777705052028*

*IFSC Code: ICIC0001651*

*Account Name: Aarize Realtech The Tessoro Master Collection A/C*

*Bank's Address: Universal Trade Tower, Sector-49, Gurugram-122101*

## SCHEDULE IV

### PAYMENT PLAN

Payment Plan A- Construction-Linked Payment Plan ☐

Payment Plan As Per RERA ☐

Possession Linked Plan ☐

Down Payment Plan ☐

CONSTRUCTION LINKED PAYMENT PLAN (CLP)		
S.no	Particulars	Percentage
1	ON APPLICATION OF BOOKING	10% OF TCV
2	AFTER SIGNING, EXECUTION AND REGISTRATION OF BBA	10% OF TCV
3	ON START OF EXCAVATION	10% OF TCV
4	ON CASTING OF GROUND FLOOR SLAB	10% OF TCV
5	ON CASTING OF 2ND FLOOR SLAB	10% OF TCV
6	ON CASTING OF TOP FLOOR SLAB	10% OF TCV
7	ON COMPLETION OF MEP	10% OF TCV
8	ON COMMENCEMENT OF FINISHING WORK	10% OF TCV
9	ON APPLICATION OF OC	10% OF TCV
10	ON OFFER OF POSSESSION (ON RECEIPT OF OC)	10%+ 100% OF IFMS+ OTHER CHARGES

Or

TIME LINKED PLAN (TLP)		
S.no	Particulars	Percentage
1	BOOKING AMOUNT	10% OF TCV
2	AFTER SIGNING, EXECUTION AND REGISTRATION OF BBA	15% OF TCV
3	WITHIN 6 MONTHS FROM BOOKING	10% OF TCV
4	WITHIN 1 YEAR FROM BOOKING	15% OF TCV
5	ON COMPLETION OF SUPER STRUCTURE	30% OF TCV
6	ON APPLICATION OF OC	10% OF TCV
7	ON OFFER OF POSSESSION	10% OF TCV + 100% OF IFMS+ OTHER CHARGES

Or

POSSESSION LINKED PAYMENT PLAN (PLP)		
S.no	Particulars	Percentage
1	ON APPLICATION OF BOOKING	10% OF TCV
2	AFTER SIGNING, EXECUTION AND REGISTRATION OF BBA	20% OF TCV
3	ON COMPLETION OF SUPER STRUCTURE	40% OF TCV
4	ON APPLICATION OF OC	30% OF TCV
5	ON OFFER OF POSSESSION (ON RECEIPT OF OC)	100% OF IFMS+ OTHER CHARGES

Or

DOWN PAYMENT PLAN (DP)		
S.no	Particulars	Percentage
1	ON APPLICATION OF BOOKING	10% OF TCV
2	AFTER SIGNING, EXECUTION AND REGISTRATION OF BBA	40% OF TCV
3	ON APPLICATION OF OC	50% OF TCV
4	ON OFFER OF POSSESSION (ON RECEIPT OF OC)	100% OF IFMS+ OTHER CHARGES

**FOR OFFICE USE ONLY**

Receiving Officer:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTED[]/REJECTED[]**

**REGISTRATION NO:** \_\_\_\_\_

1. Type of Booking: Direct[]/through Indian Property Associate/Channel Partner[]
2. Remarks (if any)

Date:

Place:

# SCHEDULE V

## PARTICULARS OF THE APPLICANT(S)\*

My/our particulars are given below for your reference and record:

### 1. SOLE OR FIRST APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: /\_\_\_\_/\_\_\_\_; Anniversary date: /\_\_\_\_/\_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID/Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_  
(Photocopy of UID/Aadhar to be attached)

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
\_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_

DECLARATION: I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found to be incorrect or false or misleading at any stage, the Promoters shall be within its right to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed



without any liabilities and penalties.

## 2. SECOND APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

S/W/Dof \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: /\_\_\_/\_\_\_; Anniversary date: /\_\_\_/\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin: \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached)  
Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID/Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_  
(Photocopy of UID/Aadhar to be attached)

Mailing Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_

Please affix  
your photograph  
here  
and sign across it

DECLARATION: I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or

false or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

### 3. THIRD APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

S/W/Dof \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: /\_\_\_\_/\_\_\_\_; Anniversary date: /\_\_\_\_/\_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_

UID/Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_  
(Photocopy of UID/Aadhar to be attached)

Mailing Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_

DECLARATION: I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false

Please affix  
your photograph  
here  
and sign across it



or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed with out any liabilities and penalties

In case the Applicant/s are not natural persons, please provide the status of entity:

Sole Proprietorship Firm ☐ Public Limited Company ☐ Registered Society ☐ Partnership Firm ☐

☐ Private Limited Company ☐ Limited Liability Partnership (LLP) ☐ Registered Trust ☐ Others \_\_\_\_\_

Date of Incorporation/Registration/Formation

\_\_\_\_\_

Particulars of Incorporation/Registration/Formation

\_\_\_\_\_

Bank Details: Name of the Bank

\_\_\_\_\_

Address of the

Branch \_\_\_\_\_

Bank Account No. \_\_\_\_\_ MICR Code

\_\_\_\_\_

IFSC/RTGS/NEFT Code \_\_\_\_\_

*\* The word "Applicant" as used in this Application Form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana (along with the rules and regulations as may be framed thereunder).*

**SCHEDULE VI****DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

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- It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.
- Documents to be submitted:

**Resident of India**

- Copy of PAN Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Promoter.

**Partnership Firm/LLP**

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.

**Company**

- Copy of PAN Card of the Company
- Memorandum of Association (MOA) and Articles of Association (AOA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

**NRI/PIO**

- Copy of Individual's Passport/PIO Card.
- Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party.

**TERMS AND CONDITIONS**

This Application is subject to terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and Agreement for Sale (**'Agreement'**) to be executed between the Applicant and the Promoter. Detailed terms and conditions shall be set out in the Agreement. *Post the allotment of a Unit by the Promoter the Applicant shall be referred to as the Allottee, accordingly wherever the context so requires the term 'Applicant' shall be read as 'Allottee'.*

1. The Applicant(s) has/have applied for the provisional allotment of a Unit with full knowledge and understanding of the provisions of Real Estate (Regulation and Development) Act, 2016 (**"Act"**), the Haryana Real Estate (Regulation and Development) Rules, 2017 (**"Rules"**) and the Regulations made thereunder for the State of Haryana and other Applicable Laws for the State of Haryana in general and the Project. The Applicant further agrees to comply with any rules, policies, regulations and guidelines made with respect to the Unit by the Promoter/the Maintenance Agency/the Competent Authority(ies) /registered Association of Allottees. If this Application is accepted by the Promoter, the allotment of the Unit in pursuance thereof shall be subject to the terms and conditions stated herein and subject to further terms and conditions as may be stipulated in the Agreement.
2. The Promoter has entered into a Collaboration with Land Owners vide registered Collaboration Agreement bearing no. 2192 dated 18-5-2023 duly registered with the concerned Sub-Registrar at Gurugram ("Collaboration Agreement") by which the Promoter had acquired the rights, title and interests to develop, construct, market and sale of the Unit(s) to be constructed and developed over the land admeasuring approximately 8194.88 square meters [2.025 acres] situated in the Revenue estate of Village Bajghera, Sector-114, Gurugram (Gurgaon), Haryana - 122017, India (the **'Said Land'**).
3. The Said Land is earmarked for the purpose of development of the Project i.e. a Commercial Colony Project by the Competent Authority(ies).
4. The Promoter is in possession of requisite rights and powers for undertaking and carrying out the construction and development in a planned and phased manner of the Commercial Colony Project on the Said Land. The Promoter has the complete authority and all appropriate and requisite rights and powers inter alia to undertake the marketing, sale either directly or through its Indian Property Associate / Channel Partner of the Units. The Promoter has the right and is fully authorized and empowered to receive applications for sale of Units, make and negotiate terms and conditions for such sale, receive the Total Consideration Value (TCV) and other payments towards costs, charges and dues as stated in the Application / Schedule / Agreement, make allotments of Units, execute the Agreement, sign, execute and register further documentation for the conveyance and sale of Units and other incidental documents as may be necessary to give effect to the Agreement, and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in order to give effect to the Agreement.
5. The Applicant has understood all limitations, restrictions, requirements and obligations of the Promoter. The extent of the Said Land may be modified by way of addition/ deletion of land parcels and merging with the Said Land in future to the extent as may be acquired/required/desired pursuant/ consequent to any directions/approvals by the Director General, Town and Country Planning, Haryana (**'DGT CP'**) (formerly known as Director, Town and Country Planning (**'DTCP'**)) and/or any other Government Authority(ies)/Competent Authority(ies) and/or as may be permissible under the Act and the Rules and the Applicable Law and in the manner as provided thereunder.
6. **'Aarize The Tessoro'** a Commercial Colony Project is being developed and constructed as per Applicable Laws and in accordance with the licenses, approvals, permissions, sanctions etc. from the Competent

7. Authorities/ Government Authorities. **'Aarize The Tessoro'** is RERA registered project within the meaning of the Act and Rules. The Promoter has registered the Project being undertaken on the Said Land under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram.
8. DGTC has granted License No. 38 of 2024 dated 12.03.2024 under the Haryana Development & Regulation of Urban Areas Act, 1975 (hereinafter referred to as the **'1975 Act'**) and the Haryana Development & Regulation of Urban Areas Rules, 1976, (hereinafter referred to as the **'1976 Rules'**) for setting up a Commercial Colony.
9. The Promoter has obtained the approval on the final layout plan/ demarcation/ zoning/ site plan, building plan or any other requisite approval from DGTC and the building plans have been sanctioned from DGTC vide Memo No. ZP- 1990/JD(RD)/2024/208095 dated 05-09-2024.
10. The Promoter has obtained and shall be further obtaining (as required at the relevant time) further necessary sanctions, permissions and approvals from the concerned authorities/Competent Authority(ies) for **'Aarize The Tessoro'**, the Commercial Colony Project.
11. The Applicant has / have gone through all the terms and conditions of the draft Agreement which has been made available to him / her / them for his / her / their perusal and understanding at the time of the Application and the Applicant has / have understood the mutual rights and obligations detailed therein.
12. The scope of the Agreement shall be limited to the conditions for allotment/sale of the Unit in **'Aarize The Tessoro'** being developed as per currently approved building plan and for the consideration agreed herein only. All the amounts set out in the Application/Schedule/Allotment Letter and payable by the Allottee in accordance with the Payment Plan are solely in lieu of the consideration for the transfer/sale/ conveyance of the Unit so allotted by the Promoter.
13. The Applicant acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Allottee with their full legal import and effect and the Applicant has / have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant at the time of this Application.
14. The Applicant confirms that the Applicant has / have relied on his / her / its / their own independent judgment, investigation, physical inspection of the Project site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has / have not based his / her / its / their decision upon and / or has / have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant confirms that he / she / it / they has / have obtained appropriate professional advice before proceeding further with this Application. The Applicant has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Unit. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of **'Aarize The Tessoro', a Commercial Colony Project.**
15. The Applicant has represented and warranted to the Promoter that it has / have the legal and valid power and authority to apply for the allotment and make this Application and there is no legal restraint / impediment in this regard and further the Applicant and / or its spouse / parents / children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the

Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/proceedings whatsoever against the Promoter, any of its affiliates or associates. The Applicant hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Application and the consequent allotment and the Agreement and the Applicant shall be liable to all the consequential action thereunder.

16. It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of '**Aarize The Tessoro**' a Commercial Colony Project and no impression/representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of '**Aarize The Tessoro**' a Commercial Colony Project.
17. The Applicant hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the applicable Laws, applicable in the State and those related to Commercial Colony Project.
18. The Applicant is satisfied about the rights and interest of the Promoter to develop, sell and market Retail/ Commercial Units in '**Aarize The Tessoro**' forming part of the Commercial Project to be developed on the Said Land and the rights, interest and title of the Promoter in the Said Land. The Applicant has understood all the limitations, restrictions, requirements and obligations in respect thereof.
19. The Applicant confirms having understood that with the change in technology or otherwise the Promoter is entitled to speed up the process of construction and that the Applicant agrees and understands that the sequence of construction milestones as mentioned in the payment plan are indicative in nature and are subject to change during the course of construction. While the time linked installments shall be raised in accordance and within the given timeframe, accordingly the Promoter has the right to raise the demands based on the actual stage of construction, regard the construction linked demands, which can be earlier or later to the indicative milestones or in between the time linked installments as mentioned in the indicative payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
20. The Applicant agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated maintenance agency and/or registered Association of Allottees for the maintenance and upkeep of '**Aarize The Tessoro**' a Commercial Colony Project as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Unit.
21. The Applicant shall make the payment of the Total Consideration Value (TCV) and other charges with respect to the Unit as mentioned in **Schedule III** of this Application Form as per the opted Payment Plan and / or as may otherwise be communicated by the Promoter from time to time. The Applicant shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the Government or any Statutory Authority/Competent Authority, even if such levies are retrospective in effect, as and when demanded by the Promoter on the Carpet Area of the Unit. The Applicant shall further make payment of registration charges, stamp duty and other incidental expenses as and when the Conveyance Deed is executed by the Promoter.
22. The Applicant has / have understood the Total Consideration Value (TCV) as laid down in **Schedule III** of this Application Form.
23. The term '**Carpet Area**' shall have the same meaning described to it under the Act and the Rules. Further, the term '**Common Areas**' shall have same meaning as described to it in sub-section

(n) of section 2 of the Act read with rule 2(1)(f) of the Rules. **'Declaration'** shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Promoter with regard to **'Aarize The Tessoro'** a Commercial Colony Project under the Haryana Apartment Ownership Act, 1983, with the Competent Authorities with regard to the said **'Aarize The Tessoro'** a Commercial Colony Project.

24. The term **'Development Charges'** or **'DC'** shall mean the amount payable by the Allottee to the Promoter with regard to the Unit in **'Aarize The Tessoro'** a Commercial Colony Project towards carrying out the development works inside or around the Project, including but not limited to:
  - (i) **'External Development Charges'** (**'EDC'**) and **'Infrastructure Development Charges'** (**'IDC'**) at present rates with respect to rates levied by DGTC for the Commercial Colony Project, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
  - (ii) **'Infrastructure Augmentation Charge'** (**'IAC'**) as presently notified/ conveyed and/or demanded by DGTC, Competent Authority or the Government of Haryana with respect to the Commercial Colony Project, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
  - (iii) The cost of such other development / construction works as may be undertaken by the Promoter within or around the Commercial Colony Project that are not charged specifically elsewhere;
  - (iv) Any revision in any of the above even if retrospective in effect; and all costs and interest on such amount till the date of demand to the Allottee at the rate mentioned in License conditions issued by DGTC for the Project;
  - (v) Cost incurred by the Promoter on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of 15% (fifteen percent) per annum.
25. **'Maintenance Agency'** shall mean either the Promoter or the Association of Allottees or any third party employed / hired / engaged / nominated by the Promoter / Association of Allottees for the purposes of carrying out the maintenance and upkeep of **'Aarize The Tessoro'**, a Commercial Colony Project and to provide maintenance services in **'Aarize The Tessoro'**, a Commercial Colony Project. **'Maintenance Agreement'** shall mean the maintenance agreement to be executed by the Allottee with Maintenance Agency and/or registered RWA upon offer of possession of the Unit by the Promoter to the Allottee, in the format prescribed by the Maintenance Agency or its appointed agency or nominee / registered RWA, which shall be applicable to and binding for all the Unit owners of **'Aarize The Tessoro'**, a Commercial Colony Project. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the **'Aarize The Tessoro'**, a Commercial Colony Project, as it derives its prestige, esteem and appeal from the ambience and
26. high standards maintained at **'Aarize The Tessoro'**, a Commercial Colony Project and the proper upkeep and maintenance is an inseparable aspect of such prestige, esteem and appeal of the Unit and **'Aarize The Tessoro'**, a Commercial Colony Project.
27. The Total Consideration Value (as mentioned in the Allotment Letter followed by the Agreement will include Taxes (GST and cess or any other taxes/ fee/ charges/ levies etc. which may be levied, in connection with the development / construction of the said **'Aarize The Tessoro'**, a Commercial Colony Project) paid / payable by the Promoter up to the date of the handing over of the possession of the Unit along with car parking, if applicable to the Allottee or the Competent Authority, as the case may be, after obtaining the necessary approvals from the 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 the registration with the Authority, which shall include the extension of the registration, if any, granted to the development of **'Aarize The Tessoro'** Commercial Colony Project by the Authority, as per the Act, the same shall not be charged from the Allottee unless otherwise permitted by applicable law.

28. Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Allottee to the Promoter for the sale of Unit to the Allottee, shall be payable by the Allottee as applicable from time to time as per the applicable rates.
29. In case, the Promoter/ Maintenance Agency/ Association of Allottees obtains bulk supply of electrical energy/ water for **'Aarize The Tessoro'**, a Commercial Colony Project, then the Allottee undertakes to pay on demand its proportionate share of connection charges thereof including all deposits thereto, if applicable in accordance with provisions of the Act.
30. The Total Consideration Value is escalation-free, save and except increases which the Allottee agrees to pay, including increase in any of the components forming part of any charges whatsoever, to the extent payable to the Competent Authority and / or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Allottee shall be liable to pay proportionately along with other allottees in **'Aarize The Tessoro'**, a Commercial Colony Project, as applicable. In case of any decrease (including with retrospective effect, if any) in any of the components forming part of any charges whatsoever that may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made from the next installment due from the Allottee following the intimation of such decrease by the Promoter / Competent Authority, as the case may be.
31. The Promoter shall not make any material additions and alterations in the sanctioned building plans, layout plans / demarcation-cum-zoning plans and the specifications, amenities and facilities as described in the Agreement in respect of the Unit, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder and / or as per the 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 the approvals / instructions / guidelines of the Competent Authorities, or such other changes as may be required to make the enjoyment of **'Aarize The Tessoro'**, a Commercial Colony Project comfortable and convenient for the Allottees / occupants / users at large.
32. The Promoter shall confirm the final Carpet Area and the applicable final Super Area of the Unit that will be allotted to the Applicant after the construction of the Building / Unit, as the case may be, in **'Aarize The Tessoro'** is complete and the occupancy certificate / part occupation certificate (as the case may be) is granted by the Competent Authority. The Total Consideration Value payable for the Unit after taking into account the revised Carpet Area shall be recalculated upon confirmation by the Promoter and appropriate adjustments shall be carried for the amount paid by the Applicant / Allottee. If the increase in the Carpet Area of the Unit is more than 5% (five percent) and such variation is not acceptable to the Applicant / Allottee, every attempt shall be made to offer an alternate Unit of a similar size and nature within **'Aarize The Tessoro'**, subject to availability. In the event that such an alternate Unit is available and the Applicant / Allottee accepts such alternate Unit, the applicable Total Consideration resulting due to such changed location / alternate Unit shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Promoter. In the event, the Applicant / Allottee does not accept

such alternate Unit or if there is no other Unit of a similar size and nature at another location within 'Aarize The Tessoro', a Commercial Colony Project, the Applicant / Allottee shall be refunded the actual amounts received against the Total Consideration Value long with interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims/demands of the Applicant/Allottee and no other claim, monetary or otherwise shall lie against the Promoter and the Unit.

33. 10% (Ten Percent) of the Total Consideration Value shall constitute the 'Earnest Money' / 'Booking Amount'.
34. The Applicant hereby agrees that due performance of all the obligations under this Application including the timely payment of the Total Consideration value and other applicable dues / charges / payments and adherence to the opted Payment Plan shall be the essence of this Application. The Applicant shall also be liable to make timely payment of the amount(s) due and payable by the Applicant by the respective due dates for such payments failing which the Promoter shall be entitled to cancel the allotment and terminate the Agreement, if executed, at its sole discretion and forfeit an amount equivalent to the Earnest Money and recover such other amounts due and payable to the Promoter including any interest accrued on delayed installments and any fee / brokerage / commission / margin / any rebates availed earlier that may have been paid by the Promoter to an Indian Property Associate / Channel Partner (in case the Application is made through an Indian Property Associate / Channel Partner) and thereafter, refund the balance amount, if any, without any interest or any other compensation of any nature whatsoever, without interest or compensation within 90 (ninety) days of such cancellation. Upon such cancellation, the Applicant shall be left with no right, lien or interest whatsoever over and in the Unit and the parking spaces in any manner whatsoever. However, in its sole discretion, the Promoter may condone any delay or default in making payment of the instalments, and the Promoter shall charge interest at the rate of State Bank of India highest marginal cost of lending rate plus two percent per annum from the due date or as may otherwise be prescribed under the provisions of Act and Rules.
35. In the event the Applicant fails, neglects and / or otherwise delays payment of any of the installments or other dues and charges then, notwithstanding anything to the contrary, the Promoter shall have the right to cancel the allotment of the Unit at its sole discretion at any time after such default occurs. As permissible under the Applicable Law, the Promoter may, at its sole option and discretion, waive such failure, neglect and / or delay in any such payment upon the condition that the Applicant / Allottee shall, over and above the outstanding payment, also pay interest at the rate which shall be the State Bank of India highest marginal cost of lending rate plus two percent on the payment due for the period reckoned from the due date of such payment till the date of payment by the Applicant to the Promoter, provided that if payment is made through cheque the same shall be encashed on presentation by the Promoter. The Applicant / Allottee agrees that timely payment of installments is the essence of the arrangement and understanding of the Applicant / Allottee with the Promoter and the Promoter is bound to deliver 'Aarize The Tessoro', a Commercial Colony Project in timely manner, and for which purpose the Promoter may avail of funding for development of 'Aarize The Tessoro', a Commercial Colony Project, which entails huge financial implications for the Promoter.
36. The Promoter shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue installments, thereafter towards overdue installments or any other outstanding demand and finally the balance, if any, towards the current payable installment or current



dues.

37. The Applicant/Allottee shall have the right to the Unit along with parking space, if any, as mentioned below:
  - (i) The Applicant/Allottee shall have exclusive ownership of the Unit (for commercial/retail usage) along with the car parking space(s), if applicable.
  - (ii) The Applicant / Allottee shall have the undivided proportionate share in the Common Areas as provided for under the Act read with Rule 2(1)(f) of Rules (as finally notified and made applicable). The share/ interest of Applicant / Allottee in the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other Allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Common Areas and the undivided proportionate share of the Applicant/Allottee therein shall be specified by the Promoter under the Declaration to be filed under the Haryana Apartment Ownership Act, 1983. The Promoter shall hand over the Common Areas to the Association of Allottees/Competent Authorities, as the case may be, after duly obtaining the occupation certificate/ part occupation certificate/ part completion certificate/ completion certificate from the Competent Authority, as the case may be, as may be as provided in the Rule 2(1)(f) of Rules.
  - (iii) The Applicant/Allottee shall have the right to exclusive use but not title to the allotted car parking space(s), if any.
  - (iv) The Applicant / Allottee has the right to visit '**Aarize The Tessoro**', a Commercial Colony Project site to assess the extent of development of '**Aarize The Tessoro**', a Commercial Colony Project and his Unit, but will follow the safety guidelines of the Promoter including the proper documentation, if any, for such visit.
38. The Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant/Allottee independent of the other. Any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charge as may be decided by the Promoter. The Promoter's decision in this regard shall be final and binding.
39. In case the Promoter enriches / enhances the specifications of the Unit on the express instructions and advice of the Applicant / Allottee as accepted by the Promoter and / or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s) / specification(s) to the Allottee as additional costs and charges and the Applicant / Allottee agrees to pay the same to the Promoter, without any delay, demur and protest.
40. In case the Promoter is required to make any additional provisions for and additional / specific provisions of certain specifications for and in relation to the Units and / or for any additional features and services at '**Aarize The Tessoro**', a Commercial Colony Project (including installation or make provision for alternate sources of generation / distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives / instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the Units as additional costs and charges and the Allottee agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.
41. The Unit applied for, along with '**Aarize The Tessoro**', a Commercial Colony Project, shall be subject to the Haryana Apartment Ownership Act, 1983 applicable in the State of Haryana, if any, or any statutory enactments or modifications thereof. The Common Areas and Facilities and the undivided interest of each Unit owner in the Common Areas, as specified by the Promoter in the Deed of Declaration which may be filed by the Promoter in compliance of Haryana Apartment Ownership Act, 1983 or any statutory enactments or modification thereof, shall be conclusive and binding upon the owners of the Un

its and the Applicant confirms that area of the Unit, his / her / its / their right, title and interest in the concerned Unit in 'Aarize The Tessoro', a Commercial Colony Project shall be limited to and governed by what is specified in the Deed of Declaration. In this regard, it is made clear by the Promoter and fully understood by the Applicant that the Deed of Declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 shall be in consonance with other clauses contained herein / the Agreement.

42. The Applicant hereby confirms and agrees that the Promoter shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee and real estate agent and / or any third parties and/or Person and / or any agreement or understanding arrived at with the aforesaid persons.
43. The Applicant is aware that the Total Consideration is payable as per the Carpet Area of the Unit as defined in Section 2(k) of the Act. The term '**Carpet Area**' shall mean the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
44. The Applicant agrees and understands that the Applicant shall only have undivided proportionate interest in the Project Land (excluding the basement reserved for car parking and services), subject to the rights of the Promoter to undertake further development of the Land or part thereof as may be permissible. It is further agreed and understood that the Applicant has / have not been represented with or warranted that it shall have any kind of right, title or interest of any kind whatsoever on any other land, buildings, common areas, facilities & amenities falling outside the Project Land save and except use of the specific facilities and amenities which have been specifically earmarked common for all the phases of a Commercial Colony Project. It is further agreed by the Applicant that the Unit is indivisible and is not partitionable/divisible under any circumstances.
45. The Applicant understands and agrees that (i) this Application and allotment pursuant thereto shall be strictly restricted to FAR that may have been allocated / utilized with respect to the Super Area of the Unit only and not for any other FAR of any nature whatsoever and the Applicant has no right of any nature whatsoever in the unallocated / balance / unutilized FAR in the Project Land / Land; (ii) if FAR is increased from time to time due to any addition of land parcel to the Project Land / Land or enhancement in FAR due to any Government's / Statutory Authority's directions from time to time, then such increased / enhanced FAR on the Project Land / Land and all the rights in the increased / enhanced FAR shall vest with the Promoter and / or its / their subsidiaries/ associates exclusively, and shall be in addition to the unallocated / balance / unutilized FAR. The Promoter shall be the sole beneficiary / owner of and have the unfettered rights towards the presently unallocated / balance / unutilized FAR and the increased / enhanced FAR in the Project Land / Land including any portion thereof.
46. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Applicant / Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in designated account. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be borne by the Applicant / Allottee and credit shall be granted from the date of actual receipt of funds.
47. The Applicant / Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01<sup>st</sup> June, 2013) to deduct tax at source (TDS) @ 1% (one percent) from each instalment / payment. The Applicant / Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.

48. The Applicant/Allottee shall make all payments in time as per the Payment Plan opted by the Applicant / Allottee and other applicable dues as may be demanded by the Promoter from time to time.
49. The Applicant / Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his/her/their behalf) made to the Promoter in respect of the Unit.
50. In case the Applicant / Allottee has opted for a construction-linked payment plan, the Promoter, subsequent to time-linked installments, shall send call/demand notices for installments at the address /e-mail of the first-named Applicant/Allottee available in the records of the Promoter, and such call /demand notices shall be deemed to have been received by the Applicant/Allottee: (i) within five (5) days of dispatch by the Promoter, in case sent by speed post / courier; and (ii) immediately, in case sent by e-mail. It is understood and accepted by the Applicant / Allottee that time linked demands including excavation shall be common for '**Aarize The Tessoro**', a Commercial Colony Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan.
51. The Applicant / Allottee understands and agrees that although the Applicant / Allottee may obtain finance from any financial institution/ bank / entity or any other lawful source for the purchase of the Unit as may be permissible under Applicable Law, however the obligation to make timely payments for the Unit pursuant to the Agreement shall be that of the Applicant/Allottee and shall not be contingent upon the ability, capacity or competence of the Applicant / Allottee to obtain or continue to obtain such financing. The Applicant / Allottee shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The rights of the financial institution/ bank/ entity shall be subservient or equivalent to the rights of the Applicant / Allottee under the Agreement and shall not be more or better than that of the Applicant /Allottee. The Allottee agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Applicant / Allottee and the Applicant /Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and / or for any reason whatsoever and if the Applicant / Allottee fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Applicant/Allottee, the Conveyance Deed shall be executed only upon receipt of the non-objection certificate from such bank /financial institution/entity. Further, any refund to be made in terms of the Agreement, shall be made to the Applicant / Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant / Allottee and his bank/ financial institution/Non-Banking Financial Promoter/other lending institution/lending entity from whom the Applicant/Allottee has raised loan/finance for purchase of the Unit. In case of any such refund being made by Promoter directly to the bank/financial institution/Non-Banking Financial Promoter/other lending institution/lending entity, the same shall be deemed as a refund to the Applicant/Allottee in full and final satisfaction and settlement of account of the Applicant / Allottee in respect of and in relation to the Unit against the Applicant / Allottee as well as such bank / financial institution / Non-Banking Financial Promoter / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Unit. Save and except in the case of any bank /financial institution/entity with whom any agreement has been separately executed for financing the Unit,

if any, the Promoter shall not accept any payments on behalf of the Applicant / Allottee from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party. The Promoter shall not be responsible towards any Third Party that has made payments or remittance to the Promoter on behalf of the Applicant / Allottee and any such Third Party shall not have any right, title and/or interest against the Unit and/or under the Agreement whatsoever. The Promoter shall communicate only with the Applicant / Allottee and shall issue its payment receipts only in the name of and to the account of the Applicant / Allottee.

52. Time shall be of essence. The Applicant / Allottee shall pay the amounts due within the due dates as per the Payment Plan. The Promoter shall abide by the time schedule for completing '**Aarize The Tessoro**', a Commercial Colony Project and towards handing over the Unit along with the car parking space(s), if any, to the Applicant / Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be as provided under Rule 2(1)(f) of the Rules. Possession of the Unit along with the car parking space(s), if any, shall be offered to the Applicant / Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017 as per the agreed timelines.
53. The Applicant / Allottee shall not raise any objection, or refuse to take possession of the Unit on any pretext whatsoever, if the possession of the same is being offered duly completed with all Specifications, Amenities, Facilities any time prior to the committed time.
54. The Promoter assures to offer the handover of possession of the Unit along with the parking (if applicable) if any as per the agreed terms and conditions, unless there is a delay due to Force Majeure, court orders, Government Policy / guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of '**Aarize The Tessoro**' a Commercial Colony or any other event/reason of delay recognized or allowed in this regard by the Authority, duly completed with all Specifications, Amenities, Facilities, prior to the expiry of the committed period. If, the completion of '**Aarize The Tessoro**', a Commercial Colony Project is delayed due to any of the above conditions, then the Applicant / Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided the above conditions are not of the nature which makes it impossible for the agreement to be performed.
55. The Applicant / Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement '**Aarize The Tessoro**', a Commercial Colony Project due to Force Majeure and above mentioned conditions, then the allotments shall stand terminated and the Promoter shall refund to the Applicant / Allottee the entire amount received by it from the allotment within 90 (ninety) days from the date of such cancellation. The Promoter shall intimate the Applicant / Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Applicant / Allottee, the Applicant / Allottee agrees that he/she/they 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 the Agreement. Subject to the Applicable Law, if on account of any reasonable and justifiable reason the development of '**Aarize The Tessoro**', a Commercial Colony Project in which the Unit has been booked by the Allottee cannot be proceeded with further, then in such an event, the Applicant / Allottee shall be offered with a development of the same strata in any other project of the Promoter or its associates / affiliates or any third party so as to place the Allottee in a same justifiable position as under the Agreement.
56. The Promoter shall, upon obtaining the occupancy certificate or part thereof of the building blocks in respect of '**Aarize The Tessoro**' Unit along with the parking (if applicable) from the Competent Authority and within 3 (three) months from the date of the said approval (issue and

receipt of occupancy certificate / part occupancy certificate), subject to payment of the Total Consideration by the Applicant / Allottee along with interest for delayed payment as may be applicable thereon, call upon the Allottee in writing ("**Notice of Possession**") to take possession of the Unit and to execute necessary indemnities, undertakings, maintenance agreement and other documentation as the Promoter may prescribe. The payment demands pursuant to the Notice of Possession shall be made within the time period as prescribed in the demand notice.

57. Prior to handover of possession, the Applicant / Allottee and the Promoter agree to conduct a joint inspection of the Units so that in the event of any incomplete works, defects, poor workmanship therein, the same can be attended to by the Promoter. If the Applicant / Allottee ignores, neglects or otherwise fails to do so and / or if the Applicant / Allottee fails to pay all dues payable under the Agreement and / or to assume possession of the Unit within such prescribed time period, the Applicant / Allottee shall not be entitled to make any such claim at any point thereafter. The Applicant / Allottee agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Unit which have been directly executed by the Promoter, prior to assuming possession. The Applicant / Allottee also agrees and understands that the Promoter shall not be held responsible or liable for giving any warranty of movable items / appliances which have been part of the Unit and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Promoter has taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of the Agreement or otherwise shall be as per the usage guidelines as provided by the Promoter / the manufacturer / the Maintenance Agency / the Association of Allottees.
58. The Applicant / Allottee shall only be entitled to the possession of the Unit after making the complete payment of the Total Consideration Value and Other Charges as laid down in **Schedule III**. Under no circumstances, the possession of the Unit shall be handed over to the Applicant / Allottee unless the entire Total Consideration Value and Other Charges in terms of / under the Agreement which are due are paid in full, along with interest due, if any, have been made by the Applicant / Allottee in accordance with the terms of the Agreement.
59. From the date of taking over of possession, the Applicant / Allottee shall be responsible to comply, and cause compliance by his occupants, representatives and / or any other person claiming under him, with all Applicable Laws and provisions of the Conveyance Deed and the maintenance agreement.
60. Upon receiving a written intimation i.e. the Notice of Possession from the Promoter, the Applicant / Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Unit to the Applicant / Allottee as per the terms and conditions of the Agreement. In case the Applicant / Allottee fails to comply with the essential documentation, undertaking etc. and / or fails to take possession within the time provided, then (i) the Applicant / Allottee shall continue to be liable to pay the specified dues (including the maintenance charges) for the entire period beyond such period as provided for in the Notice of Possession within which the Applicant / Allottee has been advised to take the possession; and (ii) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges as may be applicable thereon, have been fully paid. If the Applicant / Allottee fails to pay all dues payable and / or to assume possession of the Unit within the prescribed time period, the Unit shall be and remain at the sole risk and cost of the Applicant / Allottee. Maintenance charges with respect to the Unit shall be applicable and payable by the Applicant / Allottee with effect from the last date given in the Notice of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Allottee.



61. The Applicant / Allottee agrees and undertakes not to modify the Unit, make any structural change and / or raise any construction within the Unit or otherwise encroach upon or occupy any Common Area or any other area outside the Unit.
62. 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans and as permissible under Applicable Law. The Applicant / Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as its car parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees, Maintenance Agency/Competent Authority for rendering maintenance services.
63. The Applicant / Allottee shall use the Unit only for shops and retail establishment or commercial purposes for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Tower / Building / Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any unit(s) above, below or adjacent to the Unit and/or anywhere in the Tower / Building / Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant / Allottee shall be obtained from the Competent Authorities / Association of Allottees and prior notice thereof shall be given to the Association of Allottees/the Maintenance Agency/the Competent Authority, as the case may be.
64. The Applicant / Allottee shall have the right to cancel / withdraw his allotment as provided in the Act. Where the Allottee proposes to cancel / withdraw from '**Aarize The Tessoro**', a Commercial Colony Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Applicant / Allottee for breach and non-payment of any due payable to the Promoter) and brokerage and any rebates availed earlier / margin / incentive paid to an Indian Property Associate / Channel Partner in case the booking is made through a Indian Property Associate / Channel Partner. The balance amount of money paid by the Applicant / Allottee shall be returned by the Promoter to the Applicant / Allottee, without interest or compensation within 90 (ninety) days of such cancellation.
65. The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which '**Aarize The Tessoro**', a Commercial Colony 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.
66. Except for occurrence of Force Majeure, court orders, Government Policy/guidelines, policy/guidelines of Competent Authorities, decisions affecting the regular development of '**Aarize The Tessoro**', a Commercial Colony Project or any other event / reason of delay recognized or allowed in this regard by the Authority, if any, if the Promoter fails to complete or is unable to give possession of the Unit:
  - (i) in accordance with the terms of the Agreement, duly completed by the dates specified therein;
  - (ii) due to discontinuance of his business as a developer on account of the 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 Applicant / Allottee wishes to withdraw from '**Aarize The Tessoro**', a Commercial Colony Project, without prejudice to any other remedies available, to return the total amount received by Promoter in respect of the Unit, with interest at the rate

prescribed in the Rules including compensation in the manner as provided under the Act with the 90 (ninety) days of its becoming due.

If the Applicant / Allottee does not intend to withdraw from '**Aarize The Tessoro**', a Commercial Colony Project, the Promoter shall pay the Applicant / Allottee interest at the rate prescribed in the Rules for every month of the delay, till the offer of possession of the Unit, which shall be paid by the Promoter to the Applicant / Allottee within 90 (ninety) days of its becoming due.

67. Subject to the Force Majeure, court orders, Government Policy / guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of '**Aarize The Tessoro**', a Commercial Colony Project herein or any other event / reason of delay recognized or allowed in this regard by the Authority, if any, the Promoter shall be considered under a condition of default, in the following events:

- (i) the Promoter fails to provide ready to move in possession of the Unit along with parking (if applicable), if any to the Applicant / Allottee or fails to complete '**Aarize The Tessoro**', a Commercial Colony Project prior to the expiry of committed period;
- (ii) Discontinuance of 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.

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

- (i) Stop making further payments of any payment / future instalment (yet to be due) as per the Payment Plan, as and when demanded by the Promoter. If the Applicant / Allottee stops / suspends making payments, and if the Promoter subsequently rectifies / remedies the default / corrects the situation by completing the relevant construction / development milestones and only thereafter, the Applicant / Allottee shall be required to make the next payment and re-commence the payment of such outstanding instalments without any interest for the period of such delay on account of the Promoter; or
- (ii) The Applicant / 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 Applicant / Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within prescribed time under Act and Rules.

Provided that where an Applicant / Allottee does not intend to withdraw from '**Aarize The Tessoro**', a Commercial

Colony Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Applicant / Allottee within prescribed time (under Act and Rules) of it becoming due.

68. The applicant / Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Applicant / Allottee fails to make payments for two consecutive demands made by the Promoter despite having been issued notice in that regard the Applicant / Allottee shall be liable to pay interest to the Promoter on unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by the Applicant / Allottee continues for a period of 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit and refund the money paid by the Applicant / Allottee after forfeiting the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Applicant / Allottee for breach and non-payment of any due payable to the Promoter) and brokerage / any rebates availed earlier / margin / incentive paid to an Indian Property Associate / Channel Partner in case booking is made through an Indian Property Associate / Channel Partner. The balance amount of money paid by the Applicant / Allottee shall be returned by the Promoter to the Allottee, without

interest or compensation within 90 (ninety) days of such cancellation. On such default, the allotment and / or Agreement and any liability of the Promoter arising out of the same shall thereupon stand terminated.

- (iii) If, (a) the allotment of the Unit has been obtained by the Applicant / Allottee through fraud, misrepresentation, misstatement of facts, or concealment / suppression of any material fact, or

(b) the Applicant / Allottee is not competent to enter into the Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the Unit and refund the money paid by forfeiting the Booking Amount paid for the Allotment (i.e. earnest money being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter) and brokerage / any rebates availed earlier / margin / incentive paid to an Indian Property Associate / Channel Partner in case booking is made through an Indian Property Associate / Channel Partner. The balance amount of money paid by the Applicant / Allottee shall be returned by the Promoter, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Allotment, the Agreement and any liability of the Promoter arising out of the same shall thereupon stand terminated.

- (iv) Further, additionally the Applicant / Allottee shall be considered under a condition of Default, in case the Applicant / Allottee fails to comply with the conditions under the Notice of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then

the Promoter may cancel the allotment of the Unit and refund the money paid by forfeiting the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter) and brokerage / any rebates availed earlier / margin / incentive paid to a Indian Property Associate / Channel Partner in case booking is made through a Indian Property Associate / Channel Partner. The balance amount of money paid by the Applicant / Allottee shall be returned, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the allotment, Agreement and any liability of the Promoter arising out of the same shall thereupon stand terminated.

69. The Promoter, on receipt of Total Consideration of the Unit as provided for in Agreement from the Applicant / Allottee along with interest for delayed / non-payment as may be applicable thereon and completion of all other formalities and documentation, shall execute and register a Conveyance Deed preferably within 3 (three) months but not later than 6 (six) months from the date of issuance of the occupancy certificate / completion certificate, as the case may be, and convey title of the Unit together with proportionate indivisible share in the Common Areas in favour of the Applicant / Allottee. However, payment of the stamp duty and registration charges (as applicable on the Conveyance Deed) by the Applicant / Allottee shall be a pre-condition for execution of the Conveyance Deed. In case the Applicant / Allottee fails to deposit the stamp duty and / or the registration charges, other ancillary charges within the period mentioned in the Notice of Possession, the Applicant / Allottee authorizes the Promoter to withhold the registration of the Conveyance Deed in his favour till such stamp duty, registration charges, other ancillary charges are so paid and the Promoter shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Applicant / Allottee. The Applicant / Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority, on the Conveyance Deed.



70. The Promoter shall be responsible to provide and maintain essential services in 'Aarize The Tessoro', aCommercial Colony Project till the taking over of the maintenance of 'Aarize The Tessoro', aCommercial Colony Project by the Association of Allottees or the Competent Authority, as the case may be, upon theissuanceoftheoccupationcertificate/partthereof,partcompletioncertificate/completioncertificateof'Aarize The Tessoro', aCommercial Colony Projectasthecasemaybe.TheApplicant/Allotteeagreestoexecuteamaintenanceagreementalongwithothernecessarydocuments,undertakingsetc.in the standard format, with the Promoter / the Association of Allottees / the Maintenance Agency asappointedformaintenanceandupkeepof 'Aarize The Tessoro', aCommercial ColonyProject.ExecutionofthemaintenanceagreementsshallbeaconditionprecedentforhandingoverpossessionofUnitbythe

Promoter and also for executing the Conveyance Deed of the Unit.

71. Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for **'Aarize The Tessoro'**, a Commercial Colony Project for every financial year and would be levied from the date of Notice of Possession regardless of the actual date of possession or otherwise and the Applicant / Allottee undertakes to promptly pay the same. The Promoter shall be responsible for payment of all outgoings till the date of physical handover of possession of the Unit, thereafter the Allottee shall be responsible for such payment. The estimates of the Maintenance Agency shall be final and binding upon the Applicant / Allottee. The maintenance charges shall be recovered on such estimated basis, from all Allottees chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Applicant / Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
72. The Applicant / Allottee upon possession shall join the Association of Allottees as may be registered / formed under the Haryana Societies Registration Act, 2012 and Haryana Apartment Ownership Act, 1983 by the Promoter and as provided for under the Act and Rules and shall not form or join / become part of any other association / society in respect of the Unit or **'Aarize The Tessoro'**, a Commercial Colony Project. The Applicant / Allottee agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary.
73. Power back-up for the installed electrical load for the Unit shall be made available subject to timely payment of maintenance charges by the Applicant / Allottee.
74. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant / Allottee from the date of handing over possession (as per the terms of the Notice of Possession), it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided, the Promoter shall not be liable for any such structural / architectural defect which result from / induced by: (i) the Applicant / Allottee, by means of carrying out structural or architectural changes from the original specifications / designs; or (ii) any act, omission or negligence attributable to the Applicant / Allottee or non-compliance of any Applicable Laws by the Allottee; or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at **'Aarize The Tessoro'**, a Commercial Colony Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Promoter shall be entitled to such additional time period.
75. The Applicant / Allottee may apply for a loan, if required, to any bank / financial institution. The Applicant / Allottee understands that it shall not be the responsibility or liability of the Promoter to make arrangements or facilitate in sanctioning and disbursement of the loan to the Applicant / Allottee. The Promoter shall not be held responsible in any manner whatsoever in the event the application for loan made by the Applicant / Allottee is rejected by any bank / financial institution / NBFC and the loan is not sanctioned and / or disbursed. The Applicant / Allottee confirms that his liability to pay the installments and other amounts and charges due and payable to the

Promoter is not dependent upon such loan and shall continue unabated irrespective of status of his application for loan and / or if the loan amount is not disbursed in time upon its sanction by the bank/ financial institution. In case the Applicant / Allottee avails of a loan, the Conveyance Deed shall be executed only upon receipt of no-objection certificate from such bank/ financial Institution/ NBFC.

76. In general the Application is non-transferable. However, subject to the Applicable Law and the terms of the Agreement, the Applicant shall be entitled to assign / transfer his rights in the allotment of the Unit. Further, upon the execution of the Conveyance Deed the Applicant / Allottee shall be fully entitled to let, sublet, re-sell or transfer to any third party in accordance with the Applicable Law. The Applicant / Allottee further understands that the allotment and/ or right and entitlement of the Applicant/ Allottee under allotment when made are non-transferable/ non-assignable. However, the Promoter may, on request from the Allottee, permit such assignment/ transfer on a case-to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment / transfer, as may be levied by the Promoter from time to time; and; (iii) execution of appropriate deed of adherence by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of the Promoter; (iv) permissibility thereof under the Act, the Rules and the Applicable Laws. In the event the Allottee has obtained finance / loan against the Unit from any financial institution / bank, then a no objection certificate / letter by such financial institution / bank shall also have to be submitted to the Promoter, permitting/ consenting to the requested assignment/ transfer by the Allottee. Under no circumstances, permission for such assignment / transfer shall be granted by the Promoter once the payment of Total Consideration Value has been made by the Allottee. In the event of such assignment / transfer, the assignee / transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee / transferee. Any claim or dispute between the Allottee and such assignee / transferee will be settled inter-se between them and the Promoter shall not be a party to the same under any circumstances.
77. The Promoter shall have 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 the Competent Authority.
78. The Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Units within '**Aarize The Tessoro**', a Commercial Colony Project, as per the Applicable Laws and guidelines, permissions / directions or sanctions by the Competent Authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.
79. Development of '**Aarize The Tessoro**', a Commercial Colony Project is subject to further expansions as permissible under the Act, the Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities. Future permissible expansions shall be an integral part of '**Aarize The Tessoro**', a Commercial Colony Project itself, therefore, the Promoter as per the Act, Rules and the Applicable Law shall be entitled to conjointly various facilities and amenities such as power back-up, water supply, sanitary and drainage fittings etc. with the presently approved facilities and amenities.
80. The structure of the Building / '**Aarize The Tessoro**', a Commercial Colony Project shall be insured by the Association of Allottees, as and when the same is taken over by the Association of Allottees, for and on behalf of all owners of Units in '**Aarize The Tessoro**', a Commercial Colony Project against the risks of fire, earthquake, lightning, riots and civil commotion, terrorism and other perils and the

premium cost thereof shall be payable proportionately by the Applicant / Allottee as and when demanded by the Association of Allottees/the Maintenance Agency, as the case may be.

81. The Promoter shall have the right and authority to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of Said Land, receivables or by any other mode or manner by charge / mortgage of the Building / **'Aarize The Tessoro'**, a Commercial Colony Project ; all to the

extent and in the manner as permissible under the Act and the Rules and the Applicable Laws.

82. The Promoter reserves its right to reject and refuse Application if the Applicant has made any changes, corrections, cancellations, alterations, modifications therein unless such changes have the prior written concurrence and consent of the Promoter.
83. The Applicant clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regard the Unit / **'Aarize The Tessoro'**, a Commercial Colony Project shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent Allottee of the Unit.
84. The Applicant / Allottee agrees and undertakes to pay from time to time the amounts which the Applicant/Allottee is liable to pay under this Application/Agreement and to observe and perform all the obligations and abide by all the terms and conditions and to keep the Promoter and its agents and representatives indemnified and harmless against any loss or damage that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated herein and subsequently in the Agreement.
85. In case the Applicant / Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant / Allottee in respect of the Unit (in short **'Indian Property Associate / Channel Partner'**), the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and / or brokerage shall be deductible from the amount of Total Consideration agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Applicant /Allottee.
86. The Applicant shall keep the Promoter advised about its latest mailing address, both postal and e-mail, failing which all demands / notices / communications shall be deemed to have been delivered and served upon the Applicant at the address last recorded by the Promoter. The Applicant shall remain liable for any default in payment and / or other consequences that might accrue due to any change in postal address / e-mail address. It is hereby clarified that in case of joint applicant(s), all notices and other communications shall be sent by the Promoter in the name and at the address of the person first-named as the Applicant in the Application or as otherwise communicated to the Promoter and each of such notice and communications shall for all purposes be considered to be delivered and served upon all other applicants. No separate notice / communication will be sent to any of the other joint applicant(s). The Applicant confirms and agrees that any communication to the email address provided in the Application shall be considered a valid communication to the Applicant.
87. In case the Applicant has opted for a construction-linked payment plan, the Promoter shall, subsequent to time linked installments, send call / demand notices for only the construction linked installments. In all other cases or time linked installments it shall not be obligatory on the part of the Promoter to send / call demand notices / reminders for payments as may be due from the Applicant as per the opted Payment Plan.
88. The Promoter shall not be responsible or liable to any third party making payments or remittances to the Promoter for and on behalf of the Applicant and such third party shall not have any right or

claim in this Application nor the allotment and/or against the Promoter. The Promoter shall issue its payment receipts only in favor of the Applicant and shall communicate only with the Applicant. The Applicant shall alone be directly and completely responsible and liable for any such payment / remittance that the Promoter the Promoter may receive from any third party.

89. The Allotment in pursuance of this Application and the terms and conditions thereof shall be binding upon the Applicant and the Applicant hereby agrees to execute all necessary documents, including the Agreement, as stated herein. The Applicant understands that this Application constitutes a valid contract and the terms thereof shall remain valid and binding on the Parties till the execution of the

Agreement. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement and other definitive documents to be executed between the Parties including but not limited to maintenance agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement and other such definitive documents, the terms and conditions specified later in the Agreement and such definitive documents, shall supersede the terms and conditions as set out therein.

90. The Applicant shall indemnify and keep harmless the Promoter, its directors, officers, agents and representatives, against any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Applicant as mentioned in this Application/Allotment.
91. The Applicant shall comply with all legal requirements for the purchase of immovable property, as and when applicable. An Applicant who is a Non-Resident / Foreign National / Person of Indian Origin agrees to abide by the provisions of Foreign Exchange Management Act, 1999 (FEMA), or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India, the Income Tax Act, 1961 or any other applicable Law. The Promoter accepts no direct or indirect responsibility or liability in this regard. The Applicant agrees that in the event of any failure on his part to comply with the same, the Applicant shall alone be liable for any action under FEMA or any other applicable law and shall keep the Promoter fully indemnified and harmless in this regard. The Applicant may visit [www.rbi.org.in](http://www.rbi.org.in) to check the latest rules/notifications in this regard.
92. All the terms and conditions, rights and obligations of the Applicant as contained hereunder shall be subject to the provisions of Act and Rules and the Applicable Law. The exercise of such rights and obligations shall be subject to the provisions of Act (read with the Rules) and regulations made thereunder and the applicable law. Any such provision which is inconsistent or contradictory to Act (read with the Rules, 2017 and regulations made thereunder and the applicable law) shall not have any effect and shall be deemed to be void ab initio. The Applicant has confirmed having read and understood the provisions of the applicable Acts / Rules and their implications thereof in relation to **'Aarize The Tessoro'**, a Commercial Colony Project and has further confirmed to comply, as and when applicable and from time to time, with any statutory enactments, amendments or modification thereof and the provisions of any other Law dealing with the subject matter of this Application/Unit.
93. The Applicant understands that apart from the Applicant herein there are other applicants also who have invested in **'Aarize The Tessoro'**, a Commercial Colony Project and/or other projects of the Promoter, its associates and affiliates and any kind of defamation and spreading of false and misleading information by any group formation or web-posting may have serious impact and undermine evaluation and reputation on the investments made by the other applicants. Therefore, the Applicant agrees to resolve disconnect if any, with the Promoter through the dispute resolution mechanism as mentioned in the Application.
94. The Applicant agrees and undertakes that upon taking possession, the Applicant shall join the registered Association of Allottees of Unit owners of **'Aarize The Tessoro'**, a Commercial Colony Project as duly

recognized by the Promoter for '**Aarize The Tessoro**', a Commercial Colony Project for and on behalf of all the allottees of the Unit thereof and shall not form/join/become part of any other RWA /association/society in this regard. The Applicant further agrees 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. The Applicant agrees to execute such forms, applications or documents for the purpose of becoming a member of the said registered association of Unit owners or for any other purposes as may be necessary.

95. Notwithstanding anything contained in this Application, timely performance by the Applicant of all obligations, including without limitation, the obligation to make timely payments of the Total Consideration and other charges/dues/payments, including any interest, penalty, taxes, duties, dues

or charges, in accordance with this Application shall be the essence of this Application and transaction.

96. An Application not containing PAN details of the Applicant and other required details is liable to be summarily rejected. The Application should be signed by the Applicant, or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Promoter / LLP / Partnership / Society / Trust applying for a Unit, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution / Authorization.
97. The Allotment of a Unit is entirely at the discretion of the Promoter which retains its right to reject an Application without assigning any reason. Further, the Promoter reserves the right to cancel the allotment of a Unit in case such allotment is obtained through misrepresentation and suppression of material facts by the Applicant and the Promoter's decision in this regard shall be final and binding upon the Applicant.
98. The rights and obligations of the Parties under or arising out of this Application and Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.
99. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject to term hereinafter, the Courts at Gurugram alone shall have exclusive jurisdiction over all matters arising out of or relating to this Application.
100. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application, the Allotment Letter and the 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 within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of Act (read with the Rules and regulations made thereunder).
101. The terms & conditions stated herein are merely broad terms and conditions and detailed and exhaustive terms and conditions shall be set out in the Agreement to be executed pursuant to the allotment of the Unit.
102. The Promoter has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant to provide the updated information, if any, from time to time.



## **DECLARATION**

I/ We have fully read and understood the above mentioned terms and conditions and agree, confirm and declare to fully abide by the same. I / We understand that the above mentioned terms and conditions are binding in nature and are also indicative of the terms and conditions of the Agreement which shall become comprehensively elucidated and delineated in the Agreement. I/We the Applicant do hereby declare that my /our Application is irrevocable.

I / We hereby confirm and agree that the Promoter shall be liable and responsible only for and in relation to the written communication through its authorized personnel and the Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and real estate agent and / or any third parties and/or Person and / or any agreement or understanding arrived at with the aforesaid persons.

I / We am / are fully conscious that it is not obligatory on the part of the Promoter to send any reminder /notice in respect of my / our obligations as set out in this Application and as may be mentioned in the Agreement and I / we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein and / or as may be contained in the Agreement. The Promoter has readily provided all explanations and clarifications to me / us as sought by me / us and after giving careful consideration to all facts, terms and conditions. I / We have now signed this Application and paid the amount being fully aware and conscious of my / our duties, liabilities and obligations. I / We further undertake and assure the Promoter that in the event of rejection of the Application and / or cancellation of my / our booking or allotment, I/we shall have no right, claim, interest or lien on the Unit, if any.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Applicant(s)**

**Note: The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted; & reference to the words “include” or “including” shall be construed without limitation.**

Date:

Subject: Unit No. \_\_\_\_\_ in the project **Aarize The Tessoroin** Revenue estate of village Bajghera, Sector-114, Gurugram Manesar Urban Complex, district Gurugram, Haryana – 122017

Dear Sir,

We, the undersigned have jointly applied for the captioned unit in the proportion defined hereunder: First Allottee: \_\_\_\_%

Second Allottee: \_\_\_\_

\_\_\_\_\_%Th

ird Allottee:

\_\_\_\_\_%Fo

urth Allottee: \_\_\_\_%

You are requested to make a record of the same and in case any amount is payable to us, in respect of the said unit per the Buyer's Agreement, the same may be made in the order as defined above.

Yours faithfully,

First Applicant	Second Applicant	Third Applicant	Fourth Applicant
Signature:	Signature:	Signature:	Signature:
Name:	Name:	Name:	Name: