

HRERA Registration Number _____ dated _____ registered with the Haryana Real Estate Regulatory Authority.

ALLOTMENT LETTER

To,
Applicant
Co Applicant
Address
Phone Number

Dated _____

Dear Sir/ Ma'am,

SUBJECT: Allotment of an Apartment in the Residential Project named as OMARA, on plot of lands admeasuring in the aggregate approx. 20,558 square meters bearing group housing Plot nos. GH-3B & GH-3C situated at Sector 80, Manesar, District Gurgaon ("**Project**")

Thank you for showing interest in our Project. We value your esteemed relationship with us.

This has reference to your Booking Form dated _____ for booking/ allotment of an Apartment in the upcoming Project being developed by M/s. Trehan Promoters & Builders Private Limited ("**Promoter**") over plot of lands admeasuring in the aggregate approx. 20,558 square meters bearing group housing Plot nos. GH-3B & GH-3C situated at Sector 80, Manesar, District Gurgaon ("**Said Land**").

We are pleased to confirm that subject to the terms hereunder, the Promoter has provisionally allotted you the Apartment, as per the details given below. The other general terms and conditions of this provisional allotment are annexed herewith as **Annexure-A**.

Apartment No.: _____

Project and Location	"OMARA" Group Housing Plot nos. GH-3B & GH-3C, Sector 80, Manesar, District Gurgaon
Name of the Allottee (s)	
Mobile Number of the Allottee (s)	
Email ID of the Allottee (s)	
Apartment Number	
Floor	
Tower/ Block	
Exclusive Right to use Car Parking Space (s)	
Exclusive Right to use Storage Space in the Basement Floor, if applicable.	
Carpet Area (In Sq. Ft.)	
Super Saleable Area (In Sq. Ft.)	
Total Price of the Apartment* (In INR)	

* The Total Price of the Apartment as mentioned above includes taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project) paid / payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage along with parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession. Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the Promoter shall be increased/ decreased based on such change / modification.

The Total Price is exclusive of possession charges, maintenance charges, stamp duty, registration and administrative charges as set out in the Booking Form and the Agreement for Sale.

You are requested to quote your Apartment number in all future communications with us.

Should you require any assistance, please feel free to reach out to us on (+91) or +91 84489 28448 during normal business hours or email us at crm@trehaniris.com.

Thanking You,

Yours Faithfully,

For, Trehan Promoters & Builders Pvt Ltd Authorised Signatory	I / We hereby accept the terms and conditions mentioned hereinabove and in Annexure A
Authorised Signatory	Allottee (s)

Witnesses:

1.

2.

ANNEXURE A

GENERAL TERMS & CONDITIONS FOR ALLOTMENT (the “Allotment”) OF THE APARTMENT (the “Apartment”) at “OMARA”, situated at group housing Plot nos. GH-3B & GH-3C, Sector 80, Manesar, District Gurgaon

1. The Project is being developed by the Promoter on and over the Said Land. The Allottee understands and acknowledges that the Project may be developed by the Promoter in phases, at its discretion, and in accordance with the applicable laws.
2. Pursuant to the Booking Form submitted by the Allottee(s), the Allottee(s) has been provisionally allotted the said Apartment. This Allotment to the Allottee(s) is purely provisional and is further subject to the compliance by the Allottee(s) with terms & conditions, restrictions and limitations contained in this Allotment Letter and the Agreement for Sale and Sale Deed to be executed by the Allottee in furtherance of this Allotment and all laws, notifications and rules as prescribed under Real Estate (Regulation and Development) Act, 2016 (“Act”), the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time (“Rules”) and the Regulations made thereunder for Haryana and other applicable laws as may be applicable to the Apartment and/or the said Project, including any amendment or variation thereof. The Allottee(s) has seen, read and understood and has hereby agreed to abide by all such terms & conditions, restrictions and limitations as mentioned herein and in Agreement for Sale and Sale Deed. The Allottee understands and acknowledges that the terms and conditions as set out in the Booking Form are incorporated in this Allotment Letter, by reference, and shall form an integral part of this Allotment Letter.
3. That this Allotment is provisional and is subject to the execution of Agreement for Sale, Sale Deed and any other ancillary document as may be required by the Promoter. Additionally, you would be required to comply with the General Terms and Conditions for provisional allotment as set in hereto and payment of the balance installments towards the Total Price of Apartment and other applicable costs, expenses, dues, charges, taxes, etc. as stipulated in the Payment Plan opted by you in the Booking Form.
4. The Allottee(s) acknowledges and agrees that he/she/ it has undertaken all necessary due diligence on the Said Land and the said Apartment (Plan of the said Apartment attached hereto as Schedule A), with respect to the rights, title of the Promoter i.e. M/s. Trehan Promoters and Builders Private Limited and has seen and perused the relevant documents/ papers in relation to the Project and is fully satisfied that the rights and title of the Promoter to the Said Land is clear and marketable and that the Promoter has right and authority to develop and construct the Project on the Said Land and has not relied upon and/or is not influenced by any representations relating to description, location, payment plan, price or physical condition of the Project.

The Allottee(s) acknowledges the fact that the Promoter is in the process of developing the Project and confirms that he/she/ it understands that the designs/ marketing materials/ layout/ floor plans/ elevations/ brochures/ walk- through/ specifications of the said Project are indicative and understand that the same are subject to changes during the course of construction/ development or at any time, as may be advised by the architect of the Project and/or as may be deemed necessary by the Promoter in its sole discretion and/or as may be required by the government/ statutory authority, which may accordingly result in changes *inter-alia* in layout/ floor plan/ specifications/ locations/ area/ etc. and as a consequence of the same the Total Price of the Apartment shall accordingly be changed and that he/she/it shall raise no objection to the same.

On account of any circumstances or for any reasons or any change in the layout/ floor plan or area of the Apartment, the Promoter shall have the right to change the area of the Apartment or re-locate the Apartment. The Allottee(s) further agrees that the Promoter may make such variations, additions, alterations etc. therein as it may consider proper for the Apartment or as may be required, in accordance with Act and Rules.

It is specifically clarified by the Promoter and agreed and accepted by the Allottee(s) that the layout plan of the Apartment and its development area, which forms the basis for calculation of the Total Price of Apartment under this Allotment Letter, is subject to change till the completion of the Project in all aspects, and if any change in the area of the Apartment, it shall automatically change the Total Price of the Apartment proportionately.

The Allottee(s) agrees and accepts that presently the Project is designed on the basis of permissible FAR prevalent in the Gurgaon master plan of 2031. The Promoter may in future apply and revise the designs based on any increase in FAR due to any revisions in bye laws/ master plan and that he/she/it shall raise no objection to the same and that the Allottee(s) understands that its rights/claims in the same shall be as per the applicable norms. The Allottee(s) further have no objection that in case the Promoter gets additional floors approved in future and gets additional apartments within the said Project. The Promoter shall have the sole discretion and right to utilize any additional FAR granted to the Project by any statutory authority, including but not limited to constructing additional buildings / floors in the Project as per the approvals granted by the statutory authorities. The Allottee(s) further agrees to give their consent/no objection, as and when required, for additional FAR granted to the Promoter in the Project, and the additional development to be carried out to utilize such additional FAR.

The Allottee(s) agrees and confirms that the Promoter is free to develop and construct the whole Project in multiple phases as per Promoter's time-schedule and/or develop additional towers/ apartments and/or join additional lands and to integrate the infrastructure including but not limited to connect the electric, water, sanitary, power back up, air-conditioning, drainage fittings, sewage connections in the future and additional construction/development with the existing infrastructure in the overall interest of the Project and that of the Allottee(s), without any objection from the Allottee(s).

5. The Allottee(s) shall pay to the Promoter the total price of the Apartment, as specified under this Allotment Letter (the **"Total Price of the Apartment/ Consideration"**), in accordance with the payment plan opted by the Allottee(s) forming part of this Allotment Letter and annexed thereto as **Schedule-B** (the **"Payment Plan"**). All sums due and payable by the Allottee(s) to the Promoter, in relation to the said Apartment shall be paid on or before the due dates [specified under the Payment Plan] into such account as may be specified by the Promoter from time to time.
6. The Allottee(s) shall make all payments in time or as may be demanded by the Promoter from time to time without any reminders from the Promoter through A/c. Payee Cheque(s)/ Demand Draft(s)/ RTGS or online payment in favour of Trehan Promoters and Builders Pvt Ltd OMARA Project Master Accounts, Account No. 777705030694 with ICICI Bank, payable at Gurgaon. The receipt of payment shall be issued by the Promoter in the name of first Allottee(s) [in case the Apartment is allotted to joint Allottee (s)] irrespective of payment received from any other person]. The Allottee (s) understands that the above banking details of the Promoter may be changed from time to time in accordance with RERA and the Rules and the Allottee undertakes to comply with such changes.
7. The timely payment by the Allottee(s) of all the Consideration as per the Payment Plan along with all ancillary and incidental payments/fees/charges/interest (penal or otherwise) etc. is the essence of this provisional Allotment, and the Allottee(s) shall strictly adhere to and make payment as per the Payment Plan, and further that the Promoter is under no obligation to send reminders for any payments due to it from the Allottee(s). In the event of any delay in payment by the Allottee(s), the Allottee(s) shall be required to pay interest as per the Act from the due date (under the Payment Plan) in relation to all such outstanding amounts/payments till such payment is received. Further, all payments received will be first applied by the Promoter in its sole discretion towards applicable interest, unpaid statutory outgoings and other dues, if any, and thereafter towards the instalments, as due under the Payment Plan, and no payment will be taken by or on behalf of the Promoter, after due date without the payment of the applicable interest.
8. Out of the payments made by the Allottee(s), a sum equivalent to 10% (Ten Percent) of the Total Price of the Apartment, shall be deemed to be the booking amount (the **"Booking Amount"**). The Allottee(s) agrees and acknowledges that the Booking Amount shall at all times be a non-refundable amount, and constitutes a genuine pre-estimate of the damage accruing to the Promoter, In the event of the failure of the Allottee(s) to comply with its obligations under this Allotment Letter, the Promoter shall have the right to withhold/ retain the Booking Amount on occurrence of such events as have been detailed in this Allotment Letter and the Agreement for Sale. In the event, the amounts paid by the Allottee towards the Total Price of the Apartment is less than 10% (Ten Percent), the Allottee shall be liable and agrees to pay to the Promoter the deficit amount within 30 (thirty) days of such termination/ cancellation.
9. Notwithstanding the above, where any part of the payment towards the Total Price of the Apartment remains unpaid for 2 (two) consecutive demands from the due date set out under the Payment Plan opted by the Allottee(s), then the Promoter shall in addition to the rights available to it under this Allotment Letter or law, be entitled to cancel this Allotment, and retain the Booking Amount (as defined

hereinabove) along with the interest and any statutory dues/ non refundable taxes, levies, from amounts paid by the Allottee(s) to the Promoter. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. Pursuant to such cancellation/withdrawal of Allotment, the Allottee(s) shall have no right, title, lien, claims or demands whatsoever against the said Apartment and claims against the Promoter.

10. Any charges or applicable taxes, development levies, vacant land tax, ground rent/ ground tax, property tax, VAT, GST (if any), labour cess, cesses, fees and any other sums payable (“**Taxes**”) to or demanded by the applicable municipal authorities, any local authority or governmental agency, (“**Governmental Authority**”) in respect of the said Apartment, whether levied now or leviable in future, and to the extent not included in the Total Price, shall be borne by the Allottee(s) in proportion to the super area of the Apartment and shall be payable immediately on demand before the title in respect of the Apartment is transferred by the Promoter in favour of the Allottee(s). However, it is clarified that the Allottee(s) shall be liable to pay the property tax in relation to the said Apartment as may be applicable as per the local laws.

*Super area means the gross covered area of the building, including the area covered by all such parts/areas in the project, which the allottee shall use by sharing it with other occupants of the project, including entrance lobby, driver’s/common toilet at ground floor, lift shafts, electrical passages, stair cases, munties, service areas, including but limited to lift machine room, maintenance offices or stores, security or fire control rooms and architectural features, if provided and all other areas not covered under the carpet area of the Apartment.

11. The Allottee(s) authorizes the Promoter to adjust/ appropriate all payments that shall be made by the Allottee(s) under any head (s) of dues against outstanding in Allottee’s name and the Allottee (s) shall not have a right to object/ demand/ direct the Promoter to adjust the payments in any manner otherwise than as decided by the Promoter.
12. The Allottee (s) at its own cost apply for the electrification scheme, water supply scheme, sewer disposal scheme, garbage disposal system in relation to the said Apartment, if required by the governmental/ statutory authority.
13. The Allottee(s) shall also pay, electrification charges, meter connection charges, utility connection charges, power back up, water charges, sewage charges, transfer charges, property tax, dedicated parking space charges (if any), preferential location charges if applicable, maintenance charges, club membership charges, , Interest-Free Maintenance Security, AMC, etc., in addition to the Total Price of the said Apartment and all other government levies and duties, as also set out in the Booking Form.
14. This Allotment Letter is non-transferable and non-assignable without prior written consent of the Promoter and is provisional in nature. The Allottee(s) shall not sell, transfer, lease, rent, let out and/ or deal with the said Apartment in any manner whatsoever without obtaining prior written permission of the Promoter, which the Promoter may grant at its sole discretion subject to such terms and conditions as it may deem fit. However, the Allottee(s) may at their option raise finances or a loan for purchase of the said Apartment, including through mortgage of the said Apartment, with prior permission of the Promoter. Provided however, it shall remain the sole responsibility of the Allottee(s) to ensure sanction of the loan and disbursement of the same as per the Payment Plan opted for by the Allottee(s) without any liability to the Promoter. Notwithstanding the above, the Promoter shall have the first charge on the said Apartment for due payments towards Total Price of the Apartment and all other ancillary and incidental payments/fees/charges/interest (penal or otherwise) etc. The Allottee(s) further acknowledges that any delay on account of raising and/ or availing said loan shall not absolve me/ us from making timely payment of the Total Price of the Apartment or part thereof.
15. Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter until the Allottee(s) signs and delivers the Agreement For Sale with all the schedules along with the payments due as stipulated in the attached payment plan within 30 (thirty) days from the date of this Allotment Letter and appears for registration of the Agreement For Sale before the concerned sub-registrar as and when intimated and required by the Promoter to do so. This Allotment Letter is not meant nor is to be treated or deemed as an Agreement For Sale as contemplated under the provisions of law, if any.

16. The Allottee(s) acknowledges that the Promoter shall offer possession of the Apartment in the Project as per the date given in the certificate of registration under the Act granted by Haryana Real Estate Regulatory Authority ("HRERA") or such extended period as may be granted by "HRERA". The handover possession of the Apartment may be extended if there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature or any government/ court order affecting the regular development of the project or any other reasons beyond the control of the Promoter including non-provision of adequate infrastructure facilities as on the date of booking or at handing over of possession which is to be provided / developed by the Government / nominated government agency ("Force Majeure"). If, however, the Promoter is unable to offer possession within the time period as aforesaid, except for delay on account of (i) Force Majeure event, (ii) due to non-compliance on the part of the Allottee(s) including on account of any default on the part of the Allottee(s), then the Allotment shall stand terminated and the Promoter shall refund to Allottee(s) the amounts received by the Promoter from the Allotment within 90 (Ninety) days from the date of termination / cancellation. After refund of the money paid by the Allottee(s) agree, that he/she/ it shall not have any rights, claims, etc. against the Promoter and any lien, charge, interest in the said Apartment and that the Promoter shall be released and discharged from all its obligations and liabilities under this Allotment Letter / Agreement for Sale.
17. The Allottee(s) agrees and acknowledges that in the event the Promoter is constrained to abandon the Project or part thereof or put the construction of the Project in abeyance, then, without assigning any reason thereof, in such an eventuality, the liability of the Promoter shall be limited only to refund the amount received from the Allottee(s) without any interest and the Allottee(s) shall have no other claim of any nature whatsoever.
18. For avoidance of doubt, it is clarified that the Allotment of the said Apartment pursuant to the Booking Form submitted by the Allottee(s), is purely provisional in nature, and any cancellation of the Allotment for any reasons whatsoever shall not entitle the Allottee(s) to or give rise to a cause of action for any injunctory relief or a relief of specific performance and that the Allottee(s) hereby waives all rights in relation to the same.
19. The Allottee(s) shall take the possession of said Apartment within thirty (30) days from the date of offer of possession issued by the Promoter failing which the Allottee (s) agrees to be bound by all the conditions/ penalties as may be stipulated in the Agreement for Sale in relation thereto.
20. The Allottee(s) shall execute and register the Agreement for Sale as per HRERA within the time prescribed by the Promoter. The Allottee(s) shall solely be responsible for any delay in registration of Agreement for Sale and any consequences arising thereto. The stamp duty, registration fee and other charges for execution and registration of all documents with respect to the said Apartment will be payable by the Allottee(s) within the time specified in call/offer notice given by the Promoter to Allottee(s). If the Allottee(s) fails to execute and deliver to the Promoter the Agreement For Sale within 30 (thirty) days from the date of this Allotment Letter and/or appear before the sub-registrar for its registration as and when intimated by the Promoter within the aforesaid period of 30 (thirty) days, then the Promoter shall serve a notice to the Allottee(s), which, if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), then this Allotment may be treated as cancelled at the sole discretion of the Promoter and as a consequence of such cancellation, the Booking Amount paid by the Allottee(s) shall be forfeited, and in addition, recovery of broker's charges if the booking has been made by the Allottee(s) through a broker or agent. No interest or compensation shall be payable by the Promoter in such cases.
21. Subject to the approval / no objection of the appropriate authority, if any, the Promoter shall sell the said Apartment to the Allottee(s) by executing and registering the Conveyance Deed / Sale Deed. The ownership document shall be in the standard form and content of the Promoter. Provided, that such ownership document shall be executed only upon receipt of full consideration amount of the said Apartment i.e., Total Price of the Apartment, Stamp Duty and Registration Charges and receipt of other dues as per these presents.
22. Notwithstanding, anything contained in this Allotment, the Promoter shall be entitled to raise loans from financial institutions and banks and to encumber the Said Land, including inter alia by way of creation of mortgages, charges, liens etc.
23. The Allottee(s) understands, that the Allottee(s) shall only have undivided and indivisible pro –rata right to Common Areas including common facilities, amenities and recreational areas, open roads for ingress

and egress, open areas, terraces, lobby, entrance lobbies etc., as envisaged in this Project, which shall be handed over by the Promoter to the Association in accordance with the Act and Rules. The Allottee(s) shall have the limited right to use the said Common Areas along with other occupants of the Project and such Common Areas will be identified by the Promoter in its sole discretion in the project governing documents including in the declaration to be filed under Haryana Apartment Ownership Act, 1983 and the rules made thereunder. The Promoter relying on this specific undertaking of the Allottee(s) has agreed to provisionally allot the said Apartment and this undertaking shall survive throughout the possession and occupancy of the said Apartment by the Allottee(s).

24. In order to look after administration and management of essential common infrastructure facilities in the Project, the Promoter will facilitate formation of a single association of allottees of the Project ("**Association**") comprising of all allottees of the Project, over a period of time, the charges for which shall be proportionately contributed by all such allottees. However, till then the role of the Association shall be performed by the Promoter or its assignee/ appointed maintenance agency at the proportionate cost/ contribution of the respective allottees. The Allottee accepts and understands that the Allottee shall join the Association to be registered with the jurisdictional registrar of societies and as recognized by the Project, for the Project and on behalf of all the allottees and to pay any fees/ subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
25. The Allottee acknowledges that the Promoter and [_____] ("**Manager**") have entered into a management agreement dated _____ ("**Management Agreement**") to manage the Project (including the Club comprised therein) to be developed on the Said Land, which upon formation of the Association and handover of the Project to the Association, shall be novated in favour of the Association. Allottee acknowledge and confirm that he / she has inspected the copy of the Management Agreement, and agrees to abide by the same at all times. The Promoter relying on this specific undertaking of the Allottee(s) has agreed to provisionally allot the said Apartment and this undertaking shall survive throughout the possession and occupancy of the said Apartment by the Allottee(s)
26. The Allottee acknowledges that the Allottee has been made aware of the existence of the Management Agreement at the stage of promotion of the Project, and also at the time of Allottee making the Booking Form for the Apartment. The Allottee agrees and undertakes to co-operate and take all steps necessary to give effect to such novation of the Management Agreement in favour of the Association. Allottee undertakes and agrees to procure the acceptance by the Association of the novation of the Management Agreement, and/ or adoption or amendment of the by-laws of the Association as are necessary to ensure that the Management Agreement continues to remain in force and effect from the date of constitution of the Association, and handover of Common Areas to the Association.
27. The Allottee has inspected the Management Agreement and has understood the rights and obligations of the parties therein. The Allottee confirms and acknowledges that but for the Allottee's consent to be bound by the terms as contained in the Management Agreement, the Allottee would not be considered for allotment of the Apartment and in the event the Allottee is disagreeable to the terms of the Management Agreement it can seek cancellation of the Allotment and return of any amount(s) deposited by the Applicant towards booking of the Apartment, if any, subject to the rules & regulations governing forfeiture of such amount(s) prior to the execution of the Agreement For Sale.
28. The Allottee further understands the Allottee's unequivocal consent to be bound by the Management Agreement forms a condition precedent for Allotment of the Apartment.
29. Allottee will, jointly with the other allottees of the Project, observe and perform all the terms and conditions of the Management Agreement as required therein. Allottee also acknowledges and agrees that pursuant to the terms of the Management Agreement, during such time that the Project is managed by the Manager, Applicant and the other owners within the Project are obligated to pay to Manager for its management services the Management Fee (as defined in the Management Agreement), in addition to the other fees and charges for the Project.
30. The Allottee further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/ or other writings as required, at the sole discretion of the Promoter or nominated maintenance agency (including the Manager on behalf of the Promoter), for the purposes of framing rules for management of the Project and the Allottee(s) also agree(s) and confirm(s) not to raise any disputes/ claims against the Promoter or nominated maintenance agency (including the Manager)

and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and/ or Association for any act, deed, matter or thing committed or omitted to be done by the maintenance agency in the due course of such maintenance, management and control of the Project, and/ or Common Areas.

31. The Allottee represents that it had made the Booking Form being aware of the Management Agreement and the novation thereof (as applicable) executed between the Promoter and the Manager and that it shall neither do nor omit to do anything that directly or indirectly jeopardises the rights and obligations of the parties thereunder.
32. The Allottee accepts and understands that the provisions of maintenance services and use and access to the Common Areas (including parking spaces) in the Project shall at all times be subject to payment of all costs, charges, fee etc., by whatever name referred to, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds, reserve fund, etc. ("Maintenance Charges") to the Manager on behalf of the Association under the terms of the Management Agreement and performance of all conditions, covenants, obligations and responsibilities of the Allottee under the Booking Form, Allotment Letter, Agreement For Sale, Sale Deed and the Management Agreement. The rates of maintenance and service charges shall be fixed by the Manager on behalf of the Association under the terms of the Management Agreement.
33. The Allottee accepts and understands that Maintenance Charges shall be fixed based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of offer of possession regardless of the actual date of possession or otherwise and the Allottee undertakes to promptly pay the same. The Allottee accepts and understands that estimates of Maintenance Charges shall be shared by the Manager on behalf of the Promoter till such time the Association is formed, and thereafter when formed, on behalf of the Association in accordance with the terms of the Management Agreement.
34. The Allottee understands and acknowledges that the Manager has been appointed as the exclusive property manager of the Project under the Management Agreement, and so long as the Management Agreement is subsisting, the Allottee shall not, and shall ensure that the Association does not, appoint any other manager, caretakers or the like for management or maintenance of any portion of the Project.
35. The Allottee(s) confirms to have provided its complete and correct residential address to the Promoter at the time of booking. Further, it shall be the sole responsibility of the Allottee(s) to inform the Promoter of all subsequent changes in his/her address, through the means of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by the Allottee(s) at the time when those should ordinarily reach the address specified by the Allottee(s). It is hereby clarified that at no time shall the Promoter be required to undertake any inquiry in relation to the veracity of any address provided by the Allottee(s), and further the Allottee(s) shall all be responsible for any default under this Allotment, the Agreement for Sale or applicable law, as may arise from their provision of an incorrect address or non-updation/non-amendment of such address.
36. The Allottee(s) hereby understands that if the Allottee(s) is a non-resident/ having NRI status/ having foreign nationality, then the Allottee(s) shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee(s) and such third party shall not have any right over the booking of the said Apartment applied for herein. The Promoter shall have no responsibility in this regard and the Allottee(s) agree to keep the Promoter fully indemnified for any harm or injury to it for any reason whatsoever in this regard. Further, in case of cancellation, the amount paid under this Allotment will be refunded by the Promoter after retaining the Booking Amount without any interest and this Allotment Letter shall stand cancelled forthwith. All charges incurred by the Promoter towards any such refund shall be adjusted against the amount to be refunded. The Allottee(s) further agree that the Promoter will not be liable in any manner whatsoever in this regard.
37. Any delay or indulgence by the Promoter in enforcing the terms of this Allotment or any forbearance or giving of time to Allottee(s) shall not be construed as a waiver on the part of the Promoter of any breach

or non-compliance of any of the terms and conditions of this Allotment by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoter.

38. The Allottee(s) shall indemnify and keep the Promoter, its agents, representatives indemnified and harmless against any loss, damage or liability that may arise due to payment/ non-payment, observance/ non-observance or performance/ non-performance of the said covenants and conditions mentioned in the Booking Form or Allotment Letter. The Allottee(s) shall pay such losses on demand to the Promoter. This is in addition to any other right or remedy of the Promoter.
39. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Allotment Letter, shall be settled amicably between the parties mutually, failing which the same shall be settled in accordance with the provisions of Act (read with the Rules) made thereunder including other applicable laws prevalent in Gurugram, from time being in force. The courts at Gurugram shall have exclusive jurisdiction to entertain any and all disputes arising hereof.
40. The Allottee(s) agree and acknowledge that the general terms and conditions as set forth hereinabove in this Allotment are only illustrative and not exhaustive and may be altered or varied at any time by the Promoter. Further, notwithstanding anything contained herein, the Promoter, reserves the right to suitably amend the terms and conditions as specified herein, where deemed so necessary.

You are requested to sign in both copies of this Letter (on each page) in token of your acceptance of the terms & conditions stated hereinabove.

Thanking You,

For Trehan Iris Promoters & Builders Private Limited	I / We hereby accept the terms and conditions mentioned hereinabove.
Authorised Signatory	Allottee (s)

Witnesses:

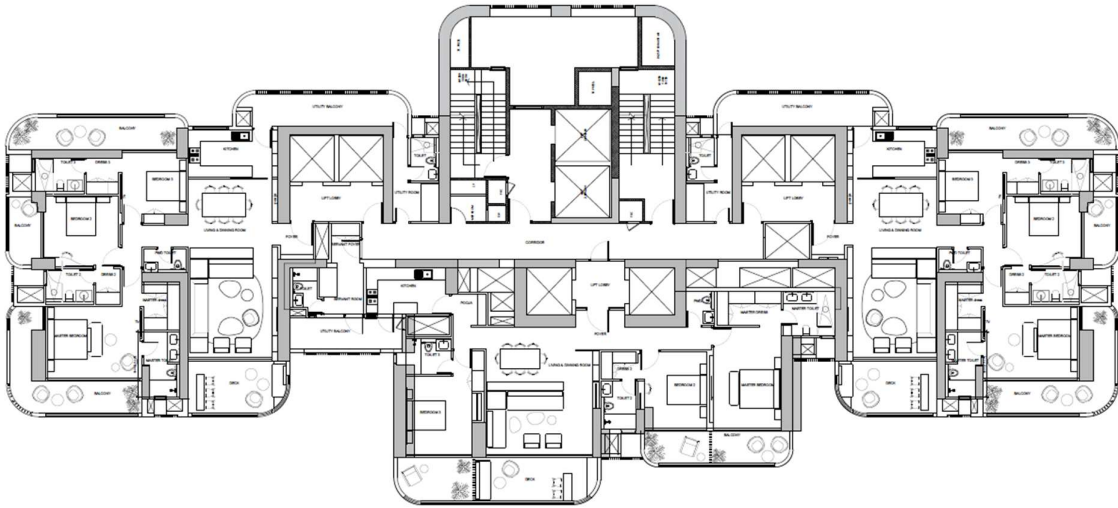
1.

2.

Schedule A

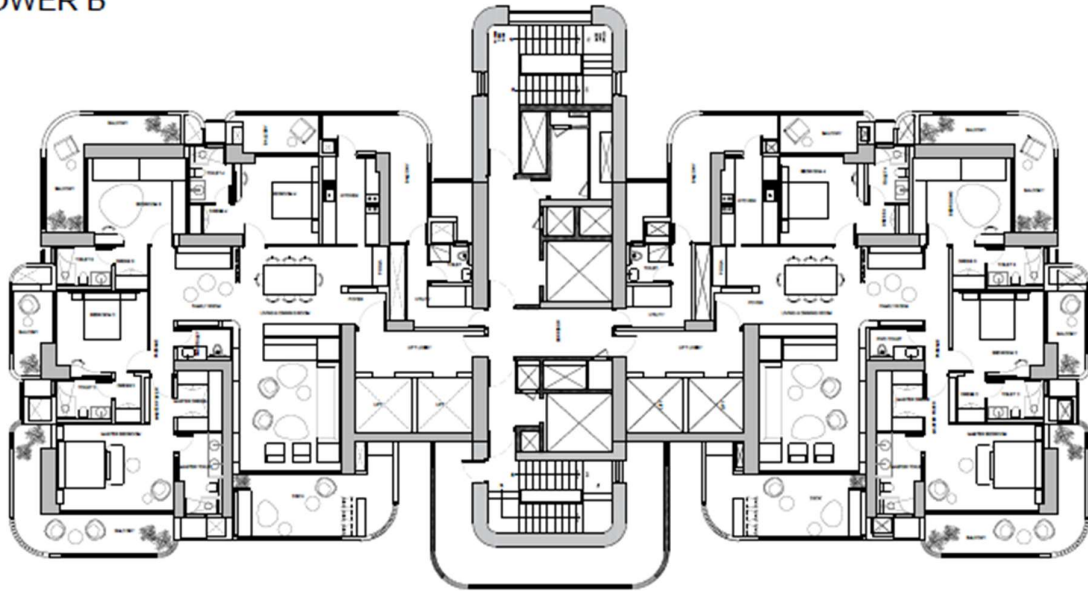
Plan of the Apartment

TOWER A



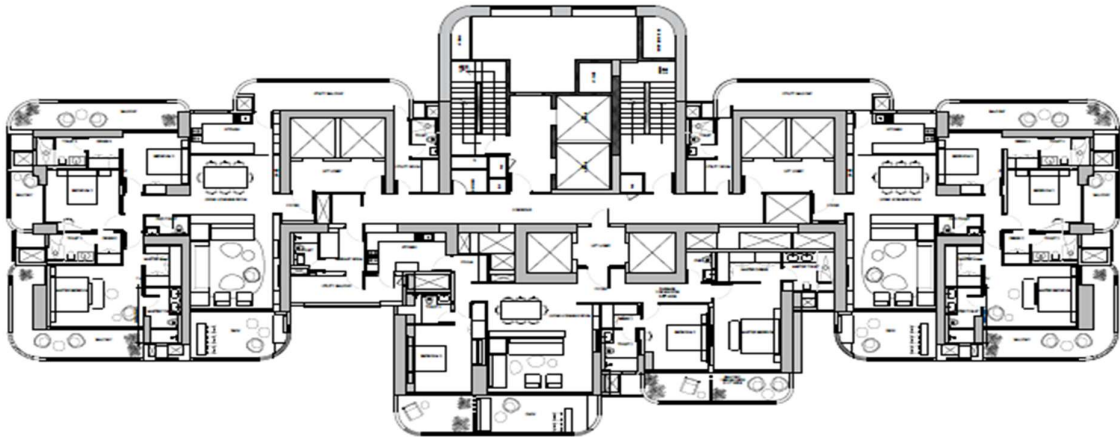
CARPET AREA IN RANGE OF 1750 TO 1765 SQFT.

TOWER B



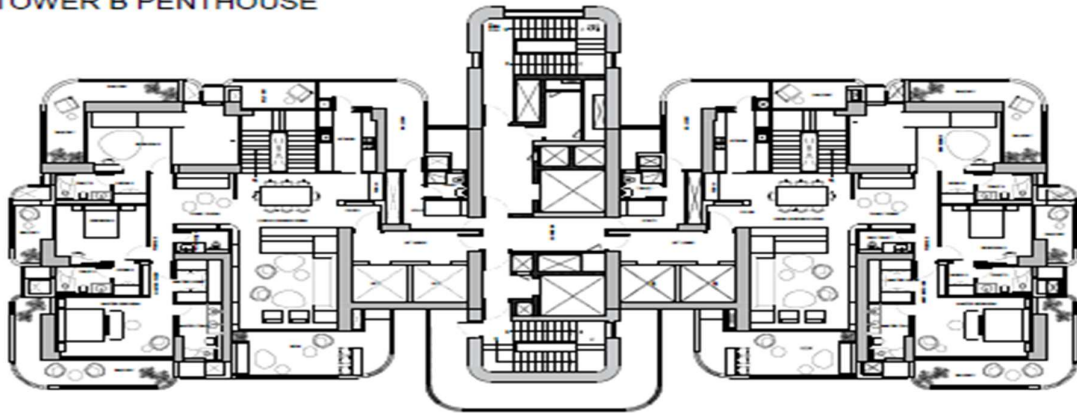
CARPET AREA IN RANGE OF 2205 TO 2210 SQFT.

TOWER C

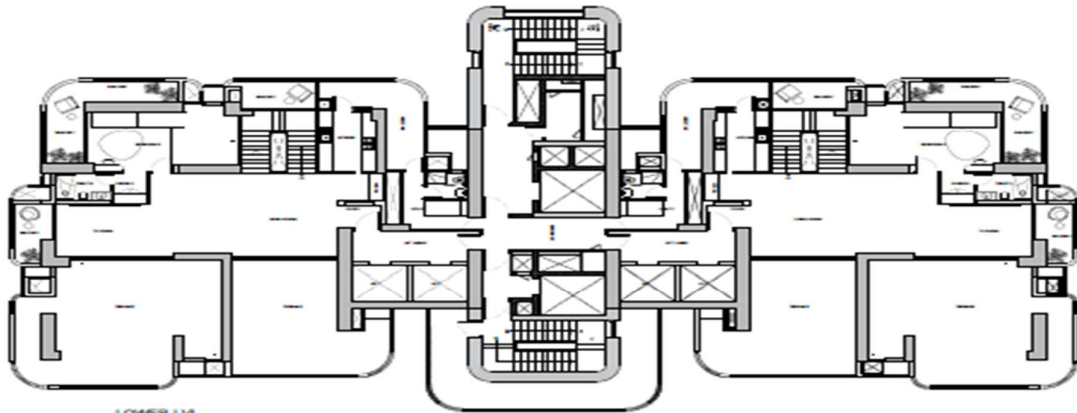


CARPET AREA IN RANGE OF 1750 TO 1765 SQFT.

TOWER B PENTHOUSE



UPPER LVL



LOWER LVL

CARPET AREA IN RANGE OF 4050 TO 4090 SQFT.

Schedule B

Payment Plan

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

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

Possession Related Charges: -

- Power Back up Charges: As per actuals at the time of possession
- Interest Free Maintenance Security (IFMS): **200/- PSF** for 3.5 BHK and 4.5 BHK as applicable
- Maintenance Charges: As applicable
- Electricity connection charges including meter charges etc., water connection charges, sewerage connection charges, external electrification charges etc. as applicable. (to be determined at the time of offer of possession.)
- Club Membership Registration Charges: As applicable
- Club Usage Charges: As applicable
- Stamp Duty, Registration Charges, incidental expenses etc.: As applicable

Note

- GST is included in the pricing detail and will be payable on the cost of the Apartment at the prevailing rates, as applicable from time to time, as per the payment plan.
- Tax deduction at source (TDS) shall also be payable in addition to the above cost in case the above cost of the Apartment being purchased by the Allottee(s) is above INR 50,00,000 (Rupees Fifty Lakhs) in accordance with the applicable rates as per the Income Tax Act, 1961. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Promoter as per the provisions of Income Tax Act, 1961 and rules made there under, as applicable to this transaction. Any delay in making any payment by the Allottee(s) to the Promoter in terms of the Payment Plan annexed as Schedule B shall render the Allottee(s) liable to pay interest to the Promoter to be calculated at the rate of 18% per annum for a period of 60 days from the date of default until actual payment. If the Allottee(s) still fails to make the payment as per the Payment Plan, then the Allottee(s) shall be liable to pay delay interest @ 24% p.a., thereafter on all outstanding dues/payments from their respective due dates. Any penalty/ interest/ fine levied by the concerned authority/ies

in respect of delayed or non-payment of TDS shall be attributable/ payable solely to the Allottee(s).

- (iii) The pricing detail does not include Interest Free Maintenance Security (IFMS) which shall be payable at the time of offer of possession of the Apartment.
- (iv) All calculation of additional charges and possession charges are chargeable on super area of the said Apartment.