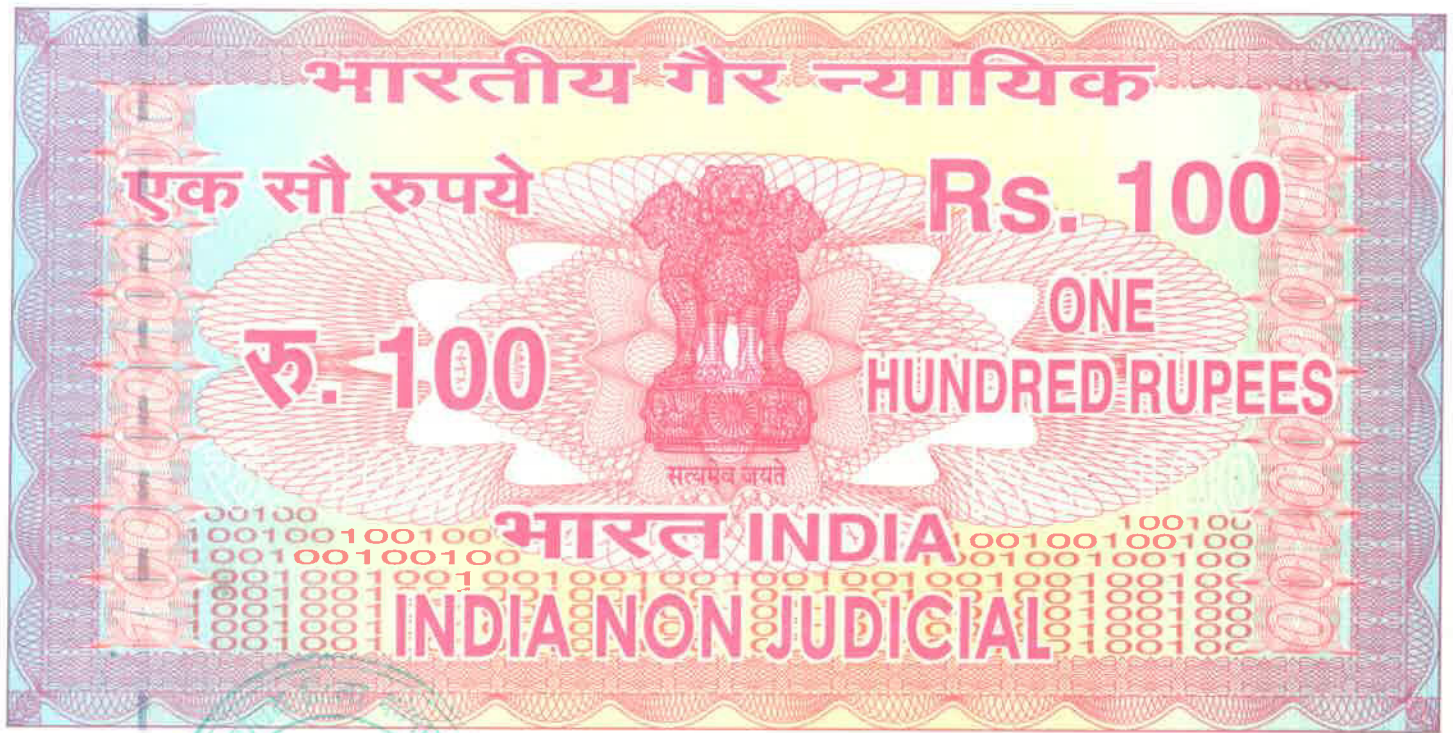




राजस्थान RAJASTHAN

BF 468732

25 MAR 2022

Declaration Regarding Agreement for sale

I, Yashpal Ikdaya Son of Mr. Ashok kumar Saini aged 28 years R/o 120, Behind Meena Dharamshala, Naya Bas, Alwar, Rajasthan-301001 duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under-

1. That the Agreement for Sale/Builder buyer agreement of our Project "Apna Ghar Shalimar Phase III Block-A" is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rule, 2017 in that case provision of Act & Rules Shall prevail.
4. That if any contradiction arises in the future TREHAN APNA GHAR PRIVATE LIMITED the Deponent will be Responsible For TREHAN APNA GHAR PRIVATE LIMITED.

For TREHAN APNA GHAR PRIVATE LIMITED  
Formerly Apna Ghar Pvt. Ltd.,  
Formerly Apna Ghar Pvt. Ltd.,

  
Yashpal Ikdaya  
(Authorized Signatory)



ATTESTED AS IDENTIFIED

Notary Faridabad (Haryana)

23 JUN 2022

IDENTIFIED THE DEPONENT  
Executors His / Her Thumb / Impression

|                                                                        |      |
|------------------------------------------------------------------------|------|
| राजस्थान स्टाम्प अधिनियम, 1998 के अधीन स्टाम्प राशि पर प्रभारित अधिभार |      |
| आधारभूत विकास हेतु अधिभार - 10:                                        | 10/- |
| गौ-संवर्धन/संरक्षण हेतु अधिभार - 10:                                   | 10/- |
| प्राकृतिक एवं मानव निर्मित आपदाओं से राहत हेतु अधिभार - 10:            | 10/- |
| कुल योग रुपये                                                          | 30/- |

स्टाम्प विक्रेता निर्मला जयसवाल अनुज्ञा नं. 505/12, तहसील परिसर अलवर

रजि० क्रमांक 7111..... कीमती 100/- दिनांक 20-7-2022.

नाम .. ४६२ अफ्जाना १४१ पुत्र/पुत्री/पति श्री .....

निवासी ..... 31.8.22

वास्ते ..... 21.8.22 जरिये ..... 9.8.22

ह० क्रेता

ह० विक्रेता Nenu

## Agreement for Salefor Plots

Affix Color

photograph  
of Allottee/  
First  
Allottee  
with  
signature  
across the  
photograph

Affix Color  
photograph



This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this \_\_\_\_ day of \_\_\_\_ Two Thousand \_\_\_\_ and at \_\_\_\_

By and Between

M/s Trehan Apna Ghar Pvt. Ltd. (Formerly Known as Apna GharBuildwell Pvt. Ltd.)(CIN No U45201RJ2011PTC034273) a company Incorporated under the provisions of the Companies Act, 1956 andhaving its registered office at 290, NAYA BAS, ALWAR, RAJASTHAN in and its corporate office at B-13, DLF INDUSTRIAL AREA 14 MILESTONE NEAR BSNL BUILDING, MATHURA ROAD FARIDABAD 121003 HRandits PAN is AAJCA2555N, represented by its

Authorized signatory.....

Authorized vide board resolution dated .....

hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

1.

Shri/Smt. \_\_\_\_\_

Son/Daughter/Wife of Shr. \_\_\_\_\_

Aged about \_\_\_\_\_

Resident of \_\_\_\_\_

Mobile No: \_\_\_\_\_

Email ID: \_\_\_\_\_

**For Trehan Apna Ghar Pvt. Ltd.**  
(Formerly Apna Ghar Buildwell Pvt. Ltd.)

Authorized Signatory

Aadhar No: \_\_\_\_\_  
PAN No: \_\_\_\_\_

2. Shri/Smt: \_\_\_\_\_  
Son/Daughter/Wife of Shr: \_\_\_\_\_  
Aged about \_\_\_\_\_  
Resident of \_\_\_\_\_

Mobile No: \_\_\_\_\_  
Email ID: \_\_\_\_\_  
Aadhar No: \_\_\_\_\_  
PAN No: \_\_\_\_\_

(Hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

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

#### **INTERPRETATIONS/ DEFINITIONS:**

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- b) "APPLICABLE Laws" shall mean all acts, rules and regulations in force and in effect as of date thereof as applicable in the State of Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules , 1974, Building Bye Laws, Real Estate ( Regulation & Development) Act, 2016, Rajasthan Real Estate( Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye laws, notifications, ordinances policies, laws or orders or official directive of any Central/ State Government or of any statutory authority in Rajasthan , as may be in force and effect during the subsistence of this agreement and applicable to the development/ construction/ sale of the Project
- c) "AUTHORITY" shall mean the Real Estate Regulatory Authority.
- d) "APPROVED PLANS" shall mean the plans and designs of Project developed or to be developed on the Project Land (as defined herein below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect (s) in accordance with Applicable Laws
- e) "BROCHURE" means brochure depicting details and specifications of the Project

For Trehan Apna Ghar Pvt. Ltd.  
(Promoter/Developer of the Project)

  
Authorized Signatory

(defined herein below) as circulated by the Promoter at the time of booking of Plot, a copy which is annexed herewith as **Annexure-II**.

f) **"CONVEYANCE DEED"** (i) shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Plot is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement. Common Facilities of the Project shall mean written instrument executed between the Promoter and the Resident's Association through which the ownership of the Common Facilities of the Project is transferred in favour of Resident's Association by the Promoter subject to and in accordance with the terms of this agreement.

g) **"EARNEST AMOUNT"** shall mean 10% of Basic Sale Consideration of Plot

h) **"INTEREST"** means the interest payable at the rate specified in rule 17 of the rules;

i) **"LIMITED COMMON FACILITIES"** means those common facilities which are designated in writing by the Promoter before the Allotment, sale or other transfer of any appurtenant as reserved for use of certain plot or plots to the exclusion of the other plots

j) **"PARA"** means a Para of this Agreement;

k) **"MAINTENANCE SOCIETY"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;

l) **"REGULATION"** means the Regulation made under the Act;

m) **"RESIDENTS ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be of the allottees of Plots in the Project, by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the Act for the management/ maintenance of Common Facilities of Project.

n) **"RULES"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

o) **"SCHEDULE"** means the Schedule attached to this Agreement; and

p) **"SECTION"** means the section of the Act.

(1) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

#### **WHEREAS THE PROMOTER DECLARES THAT :-**

A. The Promoter is in lawful possession of the total land **KHASRA No. 599/398/409/411/416/416/537/420/421/422/598/398/602/424/417/418/417/563/418/564** of revenue village –Village Nangala Samawadi, Tehsil-Alwar, District-Alwar, Rajasthan, with a total area admeasuring of 18700 squaremeters and out of the above said total land or overall land, land admeasuring 18700 sq. Meters constituting his project (hereinafter referred to as 'Land' or 'Project Land' or 'Said Land' and more fully described in the **Schedule-1**).

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

  
Authorized Signatory

B. The Promoter has a legal title to the Land with legally valid document and is lawful owner of the land. The said land is earmarked for the purpose of residential project, comprising plots and that of the Total Land the said project land admeasuring 18700 Sq meters shall constitute the said project and shall be known "APNA GHAR SHALIMAR PHASE III BLOCK A" (herein after referred to as 'Project').

The land is converted from agriculture into residential uses by BIDA office order no. 73/13 2013 dated 27-06-2013 for the Khasra no. 599/398,409,411,416,416/537,420,421,422,598/398,602/424,417,418,417/563,418/564 total Area 1.86 Hectare.

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

The URBAN IMPROVEMENT TRUST (UIT) has granted the commencement certificate/approval of Maps and Permission to Develop vide letter no 1568/22 issued by UIT Alwar to develop the Project. Copy of which is enclosed as **Annexure-I**

D. The Land is free from all encumbrances.

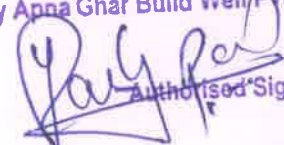
E. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "APNA GHAR SHALIMAR PHASE III BLOCK A" herein above and after referred to as the ('Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Total Land admeasuring 115196 sq meters. situated at revenue **KHASRA** No. 599/398,409,411,416,416/537,420,421,422,598/398,602/424,417,418,417/563,418/564 of revenue village -Village Nangala Samawadi, Tehsil-Alwar, District-Alwar, Rajasthan, and at \_\_\_\_\_ N latitude & \_\_\_\_\_ longitude of the end points of the Project Land having Phase area 18700 Sq meters. respectively. The location details are fully described in the **Schedule-2**.

F. The Project has been registered with the Real Estate Regulatory Authority on \_\_\_\_\_ (date) and the Project Registration Certificate No. \_\_\_\_\_. This registration is valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless extended by the Authority. The details of the Promoter and Project are also available in the website ([www.http://rera-rajasthan.in](http://rera-rajasthan.in)) of the Authority.

G. Approval and permission of Development of Plotting has been received vide letter no. LU2012/ALW/2021-22/100310 dated 25.02.2022.

H. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

  
Authorized Signatory

- I. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and salvage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are provided in **Schedule-3**
- J. The details of other external development works to be taken for the Project, the details of the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned external development works are as provided in Schedule-4.  
The Promoter has opened a separate account in HDFC Bank, Branch – Bhagat Singh, Alwar, for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.
- K. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter has applied for allotment and to purchase a Plot/ (hereinafter referred to as the 'Plot') in the Project vide his/her/their/its application Form number \_\_\_\_\_ dated \_\_\_\_\_. The allottee(s) has also deposited a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the plot as provided in sub-section (1) of section 13 and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- L. The Allottee has applied for a plot in the Project vide application no \_\_\_\_\_ dated \_\_\_\_\_ and has been provisionally allotted plot number \_\_\_\_\_ having \_\_\_\_\_ area of \_\_\_\_\_ square meters.
- M. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- N. The Parties, relying on the confirmations, representations and assurances each other to faithfully abide by all the terms, conditions and stipulations contained In this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO  
MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS,

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

  
Authorized Signatory

**NAMELY:-**

**1. TERMS:**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the plot.

1.2 The Total Price for the Plot based on the area is  
Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Explanation:

I. The Total Price above includes the booking amounts of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the allottee to the Promoter towards the Plot.

II. That in case there is any Levy/changes/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such Levy/change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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

IV. The Total Price of Plot includes price of land, external development charges, taxes, cost of providing electric wiring, electrical connectivity of water line.

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

1.4 As mentioned in para \_\_\_ above, the Promoter has already received an

Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

Authorized Signatory

advance/ booking amount from the Allottee(s) asum of Rs \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) (not being morethan 10% of \_\_\_\_\_ the  
total cost of the Plot as provided in sub-section(1) of section 13) out of \_\_\_\_\_ the total price  
of Rs. \_\_\_\_\_ andthe Allottees(s) agrees and \_\_\_\_\_ undertakes to pay the  
balanceamount of Rs \_\_\_\_\_ of the \_\_\_\_\_ total price strictly in  
accordance with the payment plan mentioned in **Schedule -5**.

Provided that if the Allottee(s) delay in payment towards any amount which  
is payable as per this agreement he shall be liable to pay interest computed as  
per the interest rate along with taxes including GST for any due under this  
agreement.

1.5 It is agreed that the Promoter shall not make any addition and alteration in the  
sanctioned plans, layout plans as may be applicable to the project and  
specifications.

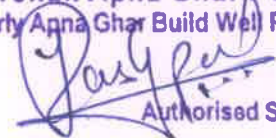
1.6 The Promoter shall confirm to the final area that has been allotted to the Allottee after  
construction of ROAD/DRAINS/ PARKS is complete and the occupancy certificate the  
granted by the competent authority, by furnishing details of the charges, if any in the area.  
The Total Price payable for the area shall be recalculated upon confirmation by the  
Promoter. If there is reduction in the area than the Promoter shall refund the excess money  
paid by Allottee within 45 (forty-five) days with interest from the date when such an excess  
amount was paid by the Allottee. If there is any increase in the area, which is not more than  
three percent of the area of the Plot, allotted to the Allottee, the Promoter may demand that  
from the Allottee as per the next milestone of the Payment Plan as provided in this  
Agreement. All these monetary adjustments shall be made in the Total Price at the same  
rate per square meters. as agreed in term 1.2 above. It is clarified that any prior agreements  
to registration of the project shall suitably be governed thereof to the extent as may be  
permissible under the Act & Rules made thereunder.

1.7 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall  
have the right to the Plot as mentioned below:-

- I. The Allottee(s) shall have exclusive ownership of the Plot;  
The Allottee has the right to visit the Project site to assess the extent of  
development of the Project and his Plot with prior appointment of developer.  
However, the allottee(s) is aware that he/she shall take due care proper safety  
measures while visiting the site as construction activities are in full swing and the  
promoter shall not in any way be held responsible for any miss happening caused  
to/ with Allottee(s) while visiting the site.

1.8 It is agreed that the Project is, independent , self-contained Project covering the  
said Land and is not a part of any other project or zone and shall not form a  
part of and/or linked/ combined with any other project in its vicinity or  
otherwise accept for within the constituted overall land and other constituent

For Preetan Appa Ghar Pvt. Ltd.  
(Formerly Appa Ghar Build Well Pvt. Ltd.)

  
Authorized Signatory

parts, projects/phases within in the overall development approvals, for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities, for this clause and as may be applicable elsewhere in the Agreement, with in the overall land and its constituents and shall be available proportionately only for use and enjoyment of the Allottee(s) of the Project.

1.9 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottee has paid a sum of Rs. \_\_\_\_\_/-(Rupees only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No-1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

## 2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of TREHAN APNA GHAR PRIVATE LIMITED payable at Alwar/Faridabad. The receipt would be valid only after realization of cheque/ DD/ banker cheque & effect credit in account of promoter.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Pvt. Ltd.)

Authorized Signatory

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

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

#### 4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

#### 6. DEVELOPMENT OF PROJECT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Project and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Pvt. Ltd.)

Authorized Signatory

abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

**7.1 7. POSSESSION OF THE PLOT :**

**Schedule for possession of the said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **15/05/2025** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

Authorised Signatory

- 7.3 **Failure of Allottee to take possession of Apartment/ Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4 **Possession of the Allottee-**After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:  
Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.5 **Cancellation by Allottee-** the Allottee (s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:  
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.
- 7.6 **Compensation** –The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the

For Trehan Apartment Pvt. Ltd.  
(Formerly Apartment Build Well Pvt. Ltd.)

Authorized Signatory

Allottee within forty-five days of it becoming due.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Plot.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s).
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Plot.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition

For Trenchi Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) The Promoter shall not be responsible towards any third party making payments remittance on behalf of any allottees and such third party shall not have any right the payment receipts in favour of the Allottee(s) only.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.2 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:-

- I. Failure on the part of Allottee(s) to make payment of any installment within 15 days from the date of demand by the promoter, despite having been issued notice in that regard
- II. Delay/default by Allottee(s) under the clause \_\_ above continues for a period beyond 30 days after notice from the promoter in this regard
- III. After the issuance of Offer Letter as per clause \_\_ failure on the part of Allottee(s) to deposit the stamp duty/ registration charges / any other amount due including interest, if applicable, under this agreement within the period mentioned in the offer letter,
- IV. After the issuance of offer letter as per clause \_\_ the delay/ failure on the part of Allottee(s) having paid all the amount due to the promoter under this agreement, in execution and registration of conveyance deed of the plot and /o taking possession of plot within the period mentioned in the offer letter
- V. Breach of any terms and condition of this agreement on the part of the Allottee(s)
- VI. Violation of any Applicable Law on the part of the Allottee(s)

9.3 The promoter's right/remedies upon the occurrence of any of event of default on the part of Allottee(s) as mentioned in the clause 8.3 above shall be as follows:

For Shah Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

*(Signature)*  
Authorized Signatory

- I. Upon the occurrence of event of default mentioned in clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amount compounded at the interest rate from the period of commencing from the date on which such overdue amount or part thereof were due to be paid by the Allottee(s) to the promoter and ending on the date of the payment of such overdue amount by the Allottee(s) to the promoter
- II. Upon the occurrence of event of default mentioned in clause 8.3(ii) the promoter may cancel the allotment by terminating this agreement by serving a notice of 30 days to the Allottee(s) in this regard.
- III. Upon occurrence of event of default mentioned in clause 8.3(iii),(iv) (v) and (vi) the promoter shall have the option to terminate this agreement as mentioned in clause 8.4(ii) further in case of event of default under clause
- IV. till the time promoter exercises the option to terminate this agreement it shall be entitled to (a) recover interest as per clause 8.4(i) and (b) recover maintenance charges from the date of issuance of Offer Letter and (c) recover holding/safeguarding charges @ Rs-20,000/- per month on the total payable amount of the plot and (d) taxes mentioned in clause (e) with hold registration in the conveyance deed of the plot in favor of Allottee(s) till payment of amount mentioned in clause 8.3(iii) and Allottee(s) hereby authorizes the promoter for the same
- V. The rights and remedies of the promoter under this clause shall be in addition to other rights and remedies available to the promoter under the Applicable law, equity and under this agreement. Further acceptance of any payment without interest shall not be deemed to be waiver by the promoter of its rights of charging such interest or of the other rights mentioned in this Agreement

9.4 Upon the termination of this agreement by the promoter as mentioned hereinabove the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the plot. The promoter shall be entitle to sell the plot to other person or otherwise deal with the plot in any manner whatsoever and the promoter shall be entitled to forfeit the following amount out of the amount paid by Allottee(s) without any interest after the sale of the plot to a new buyer/allottee , from the amount realized from the such new allottee/buyer:

- I. The Earnest Amount
- II. Brokerage paid by the promoter in respect of Plot
- III. Any taxes , duties ,cessetc deposited by the Promoter as per clause department/ authority in respect of the plot
- IV. The interest paid/ payable by the Allottee(s) to the promoter as per clause (i) and / or 9.4(iii) , if applicable

9.5 Without prejudice to the rights of the promoter under this agreement. The promoter shall be entitled to file/ initiate appropriate complaint/ proceedings against the Allottee(s) under the Act for default / breach of any of the terms and condition of this agreement of the provision if the Act / Rules/Regulations.

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

*[Signature]*  
Authorized Signatory

#### **10. CONVEYANCE OF THE SAID PLOT:**

The Promoter, on receipt of Total Price of the Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

#### **11. MAINTENANCE OF THE SAID PLOT/ PLOT/ PROJECT:**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/ Plot.

#### **12. DEFECT LIABILITY:**

It is agreed that in case any defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days.

#### **13. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

#### **14. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

Without affecting the rights and interest of the Allottee(s) in respect of the Plot under this Agreement, in case the Promoter raises finance, loan from any financial institution/Bank by way of mortgage/charge securitization of receivables or in any other mode or manner by charge/mortgage of the Land, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Plot under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Plot and the Plot shall be free from all encumbrances at the time of registration of Conveyance Deed of the Plot. For the purpose of the same, the

For Trehan Appa Ghar Pvt. Ltd.  
(Formerly Appa Ghar Build Well Pvt. Ltd.)

Promoter shall provide NOC's etc as may be required by the Allottee(s).

**15. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payment due as stipulated in this Agreement within four months (4) from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sun-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within four months (4) from the date of its receipt by the Allottee(s) and/or before the Sun-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within thirty (30) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Plot to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

**16. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot.

**17. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties

**18. BROKERAGE:**

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Plot for the Allottee(s), the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Plot.

**19. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

**19.1 WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion

For Trehan Associates Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

19.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**20. SEVERABILITY:**

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

**21. FURTHER ASSURANCES:**

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

**22. PLACE OF EXECUTION:**

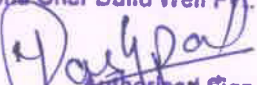
The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in - after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_, Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**23. NOTICES:**

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D.post or speed A.D, E-mail/Fax under certificate to the Party at their respective addresses specified below: -

|                                 |             |
|---------------------------------|-------------|
| TREHAN APNA GHAR PRIVTE LIMITED | Allottee(s) |
| 290, NAYA BAS, ALWAR, RAJASTHAN |             |

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

  
Authorized Signatory

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**24. JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**25. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the plot, as the case may be, prior to the execution and registration of the agreement for sale for such plot, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

**26. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

**27. DISPUTE RESOLUTION:**

- a) All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)

  
Authorized Signatory

Signed and delivered by the within named Allottee(s) in the presence of witnesses on

|                                                                                   |                                                                               |                                                                                           |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Passport<br>photograph<br>signature across the<br>photograph<br>(First- Allottee) | size<br>with<br>with signature across the<br>photograph<br>(Second- Allottee) | Passport<br>size<br>photograph<br>signature across the<br>photograph<br>(Third- Allottee) |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

|                                         |                                          |                                         |
|-----------------------------------------|------------------------------------------|-----------------------------------------|
| Signature<br>(Name)<br>(First-Allottee) | Signature<br>(Name)<br>(Second-Allottee) | Signature<br>(Name)<br>(Third-Allottee) |
|-----------------------------------------|------------------------------------------|-----------------------------------------|

Signed and delivered by the within named Promoter in the presence of  
witnesses at on

PROMOTER

For and on behalf of M/s TREHAN APNA GHAR PRIVATE LIMITED

Name

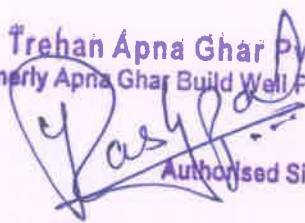
Signature

Designation

WITNESSES

1- Signature Name Address

2- Signature Name Address

For Trehan Apna Ghar Pvt. Ltd.  
(Formerly Apna Ghar Build Well Pvt. Ltd.)  
  
Authorized Signatory