

नॉन ज्यूडिशियल
राजस्थान

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राजस्थान



Declaration regarding Agreement for Sale

1. That the Agreement for Sale/Builder Buyer Agreement of our Project EUNUGA APNA GHAR SHALIMAR EXTN. is in accordance to the Form-G of Real Estate Regulation and Development Act -2016
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 if any contradiction arises in the future, Trehan Home Developers P Ltd. the deponent will be responsible for it.

For Trehan Home Developers (P) Ltd.

Aichor

Authorised Signatory



ATTESTED AS IDENTIFIED

Notary Faridabad (Haryana)

5 DEC 2017

क्रमांक 2017 दिनांक 29-11-17 पृष्ठ 1002
 नाम देवेंद्र कुमार शर्मा
 निवासी 112/205
 शस्त्रे 29/11/17

हस्ताक्षर के बा

६० वि. बा

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रजिस्ट्रार ऑफ़ सार्वजनिक, 1998 के अन्तर्गत	
सामान्य सार्वजनिक अभिलेख	
1. आधारभूत	10
2. मात्र	10
कुल 20	



ALLOTMENT LETTER

Booking No : _____

RERA Project Registration No : _____

Name:
Address 1:
Address 2:
City:
Mobile / Telephone No:
Email:

Sub: - **Allotment of flat in "EWS/LIG-APNA GHAR SHALIMAR EXTN", at Alwar Rajasthan.**

Dear Madam / Sir,

This is in reference to your Receipt number _____ dated _____ for booking of a Flat in our project and an amount of Rs _____ (Rupees _____ Lakh Only) was deposited by you towards the same.

We are pleased to inform that you have been provisionally allotted unit No _____ on _____ Floor in Block _____ having carpet area of _____ Sq. Ft. for a **Total Sale Price** of Rs. _____/= (Rupees _____ Only) **including** cost of one open parking space and including all other charges as may be required for building of the unit including external electrification, firefighting etc as detailed herein in the Schedule. The allotment to the said unit is subject to your agreeing to the terms and conditions contained in the Buyer's Agreement, which is enclosed with this letter. It is to be noted that the Buyer Agreement is as prescribed under Real Estate (Regulation & Development) Act, 2016, & Rajasthan (Real Estate Regulation & Development) Rules, 2017, of the project requirements and in terms of understanding hereof. Please return a copy of Allotment letter after signing of the same to us along with the due Installment within 10 days of the date of this letter.

It may be clarified that a Buyer Agreement is enclosed with this letter which contains the key terms and conditions with a view to acquaint you with the terms and conditions of the Buyer Agreement which is to be entered into between the company and you. In case of non-receipt of this letter the duly signed, duly filled up personal details on the Buyer Agreement from you within 10 days, the offer of allotment will be deemed to be cancelled and the money deposited by you will be refunded by the company after deducting the commission passed to the broker for your booking and Administrative Charges of Rs 10,000/= + GST within reasonable time.

In case the terms and conditions as contained in Buyer Agreement are accepted by you, you shall pay the Allotment amount, further installments of sale price and all other dues as stipulated in the **Payment Plan** as annexed in the agreement and agree to abide by the terms of the Buyer's Agreement to be executed later as explained to you by the company.

That this allotment letter constitutes **provisional** allotment of the Apartment and it is only after this letter is signed signifying your consent to terms and conditions contained in Buyer Agreement and the same is duly executed along with the due installment will the allotment be confirmed, as stipulated in the payment plan, within 10 days of the date of this letter.

You, are therefore, requested to complete the booking formalities as above in order to enable us to proceed for the execution of the Buyer Agreement in terms of the Act for and thereafter to confirm the allotment of the said Flat to you.

Thanking You.

Yours sincerely
TREHAN HOME DEVELOPERS PRIVATE LIMITED

Accepted

Authorized Signatory

(Allotee)
Name
S/D/W of
R/O

For Trehan Home Developers (P) Ltd.

Authorized Signatory

Affix color
photograph of
First
Allottee with
signature
across the
photograph

Affix color
photograph
of the
authorized
signatory of
promoter
with
signature
across the
photograph

Agreement for Sale

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 Home Developers Private Limited (CIN No U70101DL2005PTC135679) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at J-5/52H, RAJOURI GARDEN NEW DELHI DL 110027 IN and its corporate office at B-13, DLF INDUSTRIAL AREA 14 MILESTONE NEAR BSNL BUILDING, MATHURA ROAD FARIDABAD 121003 HR and its PAN is

For Trehan Home Developers (P) Ltd.

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AACCT2324D, represented by its authorized signatory.....
(Aadhar No) 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 Shri _____ Aged about _____
Resident of _____

Mobile No: _____ email: _____

Aadhar No : _____ PAN
No _____

2. Shri/Smt. _____

Son/Daughter/Wife of Shri _____ Aged about _____

Resident
of _____

Mobile No: _____ email: _____

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".

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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) **"APARTMENT"** shall mean a space in the Project (defined herein below) intended and/ or capable of being independently and exclusively occupied and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop in any part of the Project.
 - d) **AUTHORITY** shall mean the Real Estate Regulatory Authority.
 - e) **APPROVED PLANS** shall mean the plans and designs of Project constructed or to be constructed 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
 - f) **"BUILT-UP AREA"** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - g) **BUILDING** shall mean the Block No. / Building no. ____ in the Project (defined herein below) where the Allottee(s) has been allotted his "Unit".
 - h) **BROCHURE** means brochure depicting details and specifications of the Project (defined herein below) as circulated by the Promoter at the time of booking of Apartment, a copy which is annexed herewith as **Annexure-II**.
 - i) **CARPET AREA** means the net usable floor area of an Apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony area or verandah area and exclusive open terrace area covered by the internal expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant

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for the exclusive use of the Allottee(s), and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

- j) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean such common area, facilities, equipment's and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project.
- k) **CONVEYANCE DEED** (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Ares and Common Area and 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 Areas and 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.
- l) **EARNEST AMOUNT** shall mean and includes 10% of Basic Sale Consideration of Unit and marketing commission;
- m) **"INTEREST"** means the interest payable at the rate specified in rule 17 of the rules;
- n) **"LIMITED COMMON AREAS AND FACILITIES"** means those common areas 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 apartment or apartments to the exclusion of the other apartments
- o) **"PARA"** means a Para of this Agreement;
- p) **"PARKING SPACE"** shall mean open Parking or Stilt parking space in the said Residential Project allotted exclusively for the use of Buyer for parking his Two Wheeler.
- q) **"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;
- r) **"OCCUPANCY CERTIFICATE"** means the completion certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- s) **"REGULATION"** means the Regulation made under the Act;
- t) **RESIDENTS ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be of the allottees of Apartments 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 Areas and Facilities of Project.
- u) **"RULES"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

- v) "SCHEDULE" means the Schedule attached to this Agreement; and
- w) "SECTION" means the section of the Act.
- x) "STRUCTURAL DEFECT" shall have the meaning as defined under clause 12 of the Agreement.
- y) "TOTAL PROJECT" shall have the meaning as stated under Recital F mentioned herein below.
- z) "TOTAL LAND" shall have the meaning as stated under Recital A mentioned herein below.

(2) 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.453 TO 461, 469, 471 TO 477, 481 TO 483, 485 TO 492, 494 TO 511, 513 TO 515, 518 TO 523, 525 TO 528 Village Nangla Samavadi and 485 to 488, 478 to 479, 497, 485/785 Village Rasis, Tehsil, Distt – Alwar, State- Rajasthan admeasuring of 5427.43 square meters ("Total Land") and land admeasuring 5427.43 sq. mtrs constituting this project (hereinafter referred to as 'Land' or 'Project Land' or 'Said Land' and more fully described in the **Schedule-1**).
- B. The Promoter has a legal title to the Land purchased from Hari Singh with legally valid documents Registered on dated 19-12-2013 with the office of Sub Registrar Bahadurpur, Alwar at Book No. 01, Volume No. 117 on page no. 94, SNo. 2511 & Additional Book No. 1, Vol No. 289 page no. 115 to 120.

The Land was purchased by the Hari singh From UIT and Lease Deed (Patta) executed in favour of Hari Singh by Secretary, UIT, Alwar on dated 11/11/2013 and Registered on 18/11/2013 with the office of Sub Registrar, Bhadurpur, Alwar, Rajasthan at Book No 1, Vol No 116 serial no 2330 & Addl Book No 1 Vol no 287 page no 224 to 229 for approved site of 5427.43 Sq Meters. One-time Lease money paid via receipt no 1880/39 dated 05/10/2013

- C. The said land is earmarked for the purpose of residential project, comprising multistoried apartment buildings and shops and that of the Total Land the said project land admeasuring 5427.43 Sq mtrs as constituting for Block A & B and other limited

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proportionate components thereof in terms of project approvals shall constitute the said project and shall be known " EWS/LIG –APNA GHAR SHALIMAR EXTN (herein after referred to as 'Project' or 'said Project'). It is clarified that in terms of the Act & Rules made thereunder, the Total Land is phased and the individual towers and proportionate limited components thereof are treated as a separate phase and thereby constituting the Project.

D. 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

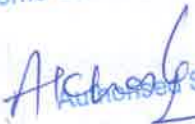
E. Sale Deed executed in favour of the M/s Trehan Home Developers Pvt Ltd by Sh Hari Singh on dated 19-12-2013 with the office of Sub Registrar Bahadurpur, Alwar at Book No. 01, Volume No. 117 on page no. 94, S.No. 2511 & Additional Book No. 1, Vol No. 289 page no. 115 to 120.

F. The Land is free from all encumbrances.

G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate development known as EWS/LIG –APNA GHAR SHALIMAR EXTN (herein above and after referred to as the ('Total Project ')) including for the project and after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments and includes the common 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 5427.43 sq. mtrs. and including apportioned land component (on FAR basis) and piece and parcel of project land admeasuring 5427.43 Sq mtrs situated at revenue Village Nangla Samavadi and Village Rasis Sub Tehsil Bahadurpur Tehsil Alwar District Alwar , Rajasthan an at _____ latitude & _____longitude of the end points of the Project Land having the Project respectively. The location details are fully described in the Schedule-2.

The Project shall consist of 2 (Two) Blocks towers which includes independent flats along with limited common parts/common spaces/common area therein being constructed/developed only for residential purposes.

H. The Project has been registered with the Real Estate Regulatory Authority on (date) and the Project Registration Certificate No. _____ is. This registration is valid for a

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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.

I. The Following Approvals and Sanctions have been obtained in respect of the project

a. Maps/ Drawings approved and permission to construct issued by UIT Alwar vide his letter no -F-2/Ayोजना/986/17 dated -18/04/2017 .Annexure-I

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 other laws as applicable;

J. The details of Floor plan of the Apartment No _____ and for tower/ block _____ of the Project is given in *Schedule-3*.

K. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire- fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are provided in Schedule 4

L. 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 sullage 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 5

M. The details of other external development work to be taken for the Project are provided in Schedule 6

N. The details of specifications of material used in construction are as provided in Schedule-7

O. 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 internal/external development works is Provided in Schedule 8.

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P. The Promoter has opened a separate account in Sector 35 Branch of. ICICI Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.

Q. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment/ Building (hereinafter referred to as the 'Unit') 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 and marketing commission including application fee (not being more than 10% of the cost of the apartment 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. It is clarified herein that 'booking amount' shall mean and constitute 10 % of Total Sale Price, any brokerages /commissions paid towards sale of the apartment/unit and such other expenses incurred in respect of registration /cancellation of the apartment or unit and any interest thereon

R. The Allottee has applied for an apartment in the Project vide application no ____ dated _____ and has been provisionally allotted apartment number _____ having Carpet Area of _____ square feet, on _____ floor in tower/block/building number _____ along with Two wheeler Parking Space for Two wheeler bearing number _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-9 and the floor plan of the apartment is annexed hereto and marked as Schedule-10.

S. 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.

T. The Parties, relying on the confirmations, representations and assurances of 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;

U. In accordance with the terms and conditions set out in this Agreement and as

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mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking of Two wheeler (if applicable) as specified in para Q.

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

1.2 The Total Price for the Apartment based on the Carpet Area is Rs _____ . (Rupees _____ only)

Detail of break-up and description: -

Block/ Building/ Tower noApartment no. ...	Rate of Apartment per square feet*
Type.....	
Floor	
Proportionate cost of Common Area	
Cost of Exclusive Terrace Charges	
Preferential Location Charges	
Cost of Exclusive Balcony/Varandah	
Maintenance Charges	
TAXES & CESS	

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Total Price (in Rupees)	
-------------------------	--

Explanation:

- I. The Total Price above includes the booking amounts of Rs _____ (Rupees _____) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'Q'.
- II. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the Maintenance

Detail of Parking of Two wheeler	(in Rs.)
parking-1	NIL
parking-1(IF ANY)	NIL
Total price (in Rupees)	

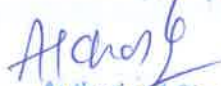
Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such 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

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demand 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 Apartment includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- 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 'P' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs _____ /- (Rupees _____ only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs _____ and the Allottees(s) agrees and undertakes to pay the balance amount of Rs _____ of the total price strictly in accordance with the payment plan mentioned in Schedule 9.

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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 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

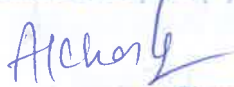
1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans as may be applicable to the Project and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ' 4 ' and Schedule ' 9 ' (which shall be in conformity with the advertisement, prospectus etc., herein after on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet areas that has been allotted to the Allottee after the construction of the building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the charges, if any, in the carpet area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter of the revised Carpet Area. If there is reduction in the Carpet Area than the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with interest, as it may be applicable by the regulatory authority from time to time, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in the Total Price at the same rate per square feet as agreed in Term No.1.2 above.

1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall

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have the right to the Apartment as mentioned below:

- I. The Allottee(s) shall have exclusive ownership of the Apartment;
 - II. The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - III. That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
 - IV. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment 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.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Two wheeler parking number____ shall be treated as a single indivisible unit for all purposes. 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.
- 1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment 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,

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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 outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ 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 some of Rs. (Rupees only) as booking amount including the marketing commission being part payment towards the Total Price of the Apartment 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 Apartment 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).

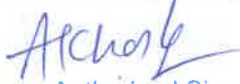
2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Alottee 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 HOME DEVELOPERS 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 with the necessary formalities as laid down in Foreign Exchange Management

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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 regards. 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 Apartment 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 lawfull outstanding of the Allottee against the Apartment, 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 as extended as

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per the applicable laws and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be. Similarly, timely payment of Total Price as mentioned in this agreement shall be the essence of this agreement.

6. CONSTRUCTION OF THE 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 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. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment 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 along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place by [●Please provide a completion date] and any such extensions as may be permitted by the Act, Rules or otherwise by law 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 or any other reason which is beyond the control of the Promoter ("*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, provided that such Force Majeure

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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 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (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, 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.

Provided that Allottees(s) shall be liable to pay from the date of issuance of the offer letter house tax, property tax, firefighting tax or any other fee, cess or tax as applicable under law as and when levied by any local body or authority and so long as the apartment of the allottee(s) is not separately accessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) in proportion to Carpet Area of the unit. If the promoter has to pay the aforesaid amount on behalf of the allottee, the Allottee shall be liable to reimburse the same to promoter within 15 days from the notice in this regard from the promoter failing which the promoter shall be entitled for Interest.

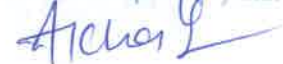
- 7.3 Failure of Allottee to take possession of Apartment -

Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give

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possession of the Apartment 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 and a penalty as per the applicable laws of the super area of the said Unit per month for the entire period of such delay.

- 7.4 Possession of the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment 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, in accordance with applicable law.

- 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 earnest money, brokerage paid by the promoter in respect of unit, any taxes, duty or cess etc deposited by promoter to the concerned department paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned without interest by the Promoter to the Allottee(s) after the sale of unit to new allottee /buyer from the amount realized from new Allottee/Buyer.

- 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 (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, 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 intent 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, which shall be paid by the Promoter to the 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 Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit 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, Unit and common areas;
- (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;

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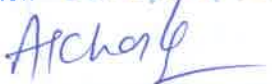
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- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, 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 Unit 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 Unit to the Allottee(s) and the Common Areas to the Maintenance Society;
- (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 Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (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 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:

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9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of default, in the following events, namely: -

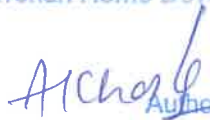
- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 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 construction/ 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 Apartment, 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 Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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9.3 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 9.3(i) 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 6.2 failure on the part of Allottee(s) to deposits 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 6.2 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 unit and /o taking possession of unit within the period mentioned in the offer letter.
- V. Breach of any terms and condition of this agreement on the part of the Allotte(s).
- VI. Violation of nay Applicable Law on the part of the Allottee(s).

9.4 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:

- 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 threreof were due to be paid by the Allotte(s) to the promoter and ending on the date of the payment of such overdue amount by the Allotte(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)

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.

At all 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 unit and (d) taxes mentioned in clause (e) with hold registration in the conveyance deed of the unit 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.

9.5 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 unit. The promoter shall be entitled to sell the unit to other person or otherwise deal with the unit 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 unit 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 Unit
- III. Any taxes, duties, cess etc deposited by the Promoter as per clause department/ authority in respect of the unit
- IV The interest paid/ payable by the Allottee(s) to the promoter as per clause (i) and / or 9.4(iii), if applicable

9.6 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.

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10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common 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 BUILDING/ APARTMENT/ PROJECT:

- 11.1 That until the handover of the Common Areas and facilities of the Project to the Residents Association in accordance with the Act, the Promoter shall maintain the Common Area and Facilities of the Project at actual cost plus 10% however, one month maintenance charge from the date of Occupancy Certificate has been included in Total Payable Amount of unit as mentioned in part-I of schedule C hereto.

That a Residents Association of allottees of Apartment in the Project shall be formed with the main object to take over the responsibility of maintenance/ management of Common Area and Facility of the Project and with such other object and purpose and in such manner and to the extend as the Promoter or Residents Association may decide from time to time keeping in view the best interest of the Allottees of Apartments in the project. The Allottees of all Apartments of the Project shall become the member of the Residents Association .The Allottee(s) agrees and undertake to abide by and comply with bye –law and rules and regulation of such Residents Association .Until the formation of the Residents Association

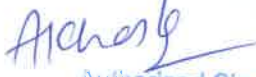
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under the Applicable Law., the Promoter itself or through maintenance agency shall maintain in Common Area and Facilities of the Project and Common Areas and facilities of the Building and shall have all the rights and authorities of the Residents Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Area and Common Facilities of the Projects. The Promoter shall handover the management/maintenance of the Common Area and Facilities of the project upon formation of Residents Association, and thereafter Residents Association shall be solely responsible for the maintenance of the Common Area and Facilities of the project.

- 11.2 The Promoter shall transfer the IFMD of the Residents Association without any interest at the time of takeover of Common Area and Common Facilities of the project by the Residents Association.
- 11.3 The Allottee(s) shall not raise any objection, if any change or modification are made in the draft bye-law of Resident Association as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Area and Facilities of the project to Residents Association as PER Act, it shall be sole responsibility of the Residents Association, to run and maintain the Common Area and Facilities of project and to determine from time to time the rate and amount of combined expenses and outgoing for the Common Area and Facility of the project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that shall be liable to pay the said combines expenses and outgoing and other dues to the Residents Association from time to time & regularly.
- 11.4 The Allottee(s) hereby agrees that his/her right to use of Common Area and Facilities of the Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) Allottee(s) of all his/her obligation in respect of the terms and condition specified under this Agreement as well as by the Residents Association from time to time.
- 11.5 The Allottee(s) shall be liable to pay the proportionate common electric charge and water charge for the Building/Project from the date of offer of possession in proportionate to the area owned by them or occupied by them.

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- 11.6 Allottee(s) shall be bound by all the terms and condition of the bye-laws, maintenance agreement entered by the Residents Association as per its bye-laws

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations ("Structural Defect") 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, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, two wheeler parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and service areas: - The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as Two wheeler parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the

Maintenance Society for rendering maintenance services.

15. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Aloottee shall also not remove any wall, including the outer and load wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. Further, the parties agree to comply with all the terms and conditions

For Trehan Home Developers (P) Ltd.

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mentioned under the EWS guidelines (as may be applicable) issued under the Affordable Housing Policy, 2009 (“Policy”) by the relevant development authority, Bhiwadi (“Bhiwadi Authority”). Some of the key terms to be complied with under the Policy are as mentioned below:

- 16.1 The lease of the plot/ Apartment will be given for a period of 99 (ninety-nine) years.
- 16.2 The Promoter will be required to deliver the allotment-cum-possession letter to the Allottee and thereafter, information pertaining to the same will be provided to the Bhiwadi Authority.
- 16.3 The Developer will deliver the possession of the plot/ Apartment to the Allottee after payment of the registration charges of the plot/ Apartment by the Allottee.
- 16.4 The plot leased will have a lock-in-period of 10 (ten) years. The Allottee will not be required to transfer/ dispose of the same during such period. In the event, the Allottee deals transfers/ disposes the plot within a period of 10 years, then he will be required to make payment of 10% (ten per cent) of the prevailing reserve price to the Developer.
- 16.5 The development of the building in the plot will have to be completed within a period of 5 (years). In the event, the development is not completed within the said period, the allotment of the plot will be deemed to be cancelled and the entire payment made by the Allottee towards the allotment of the plot will be forfeited.
- 16.6 The plot shall be used only for residential purposes and no consolidation and/ or fragmentation of the plot shall be carried out by the Allottee.
- 16.7 The Bhiwadi Authority reserves the right to change any of the terms and conditions of the Policy without giving any prior intimation about the same to the Allottee.
- 16.8 In the event of any dispute with respect to any of the terms and conditions of the

Policy, the decision taken by the Bhiwadi Authority shall be considered to be final.

- 16.9 The Courts at Bhiwadi shall have the exclusive jurisdiction with respect to all disputes arising out of and/ or in connection with the allotment under the Policy.

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit 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 Building/Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitles to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOC's etc as may be required by the Allottee(s).

19. 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 Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

22. 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 Unit 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 Unit.

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

For Trehan Home Developers (P) Ltd.


Authorised Signatory

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave 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 by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 24.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to 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.

For Trehan Home Developers (P) Ltd.


Authorised Signatory

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be 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 _____.

29. 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 :-

For Trehan Home Developers (P) Ltd.


Authorized Signatory

Trehan Home Developeres Private limited	Allottee(s)
Khasra No.453 TO 461, 469, 471 TO 477, 481 TO 483, 485 TO 492, 494 TO 511, 513 TO 515, 518 TO 523, 525 TO 528 Village Nangla Samavadi and 485 to 488, 478 to 479, 497, 485/785 Village Rasis, Tehsil and Distt- Alwar, State- Rajasthan admeasuring of 5427.43 square meters	

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.

30. 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).

31. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot or building, 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.

For Trehan Home Developers (P) Ltd.

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Authorised Signatory

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any 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.

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

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

For Trehan Home Developers (P) Ltd.

Authorised Signatory

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

PROMOTER

For and on behalf of ~~Treva~~ ~~Home~~ ~~Developers~~ (P) Ltd.

Name

Signature

Designation

Archer
Authorised Signatory

WITNESSES

- 1- Signature Name Address
- 2- Signature Name Address

SCHEDULE-1

(Description of project land)

Name of revenue village and tehsil	Khasra No.	Area (in meters)
Village Nangla Samavadi and Village Raisis Tehsil and District Alwar	453 TO 461, 469, 471 TO 477, 481 TO 483, 485 TO 492, 494 TO 511, 513 TO 515, 518 TO 523, 525 TO 528 Village Nangla Samavadi and 485 to 488, 478 to 479, 497, 485/785 Village Raisis, Tehsil, Distt - Alwar, State- Rajasthan admeasuring of 5427.43 square meters	5427.43 SQ MTR

SCHEDULE-2

(location Detail)

2.The piece and parcel of the plot of land in site is bounded on the;-

In North: Other Society

In East: Other Society

In South: Other Society

In West: Other Society

And measuring (Average Width and Average Depth)

North to South:

East to West:

3.Latitude/Longitude of the end points of the Project

In North:

In South:

In East:

In West:

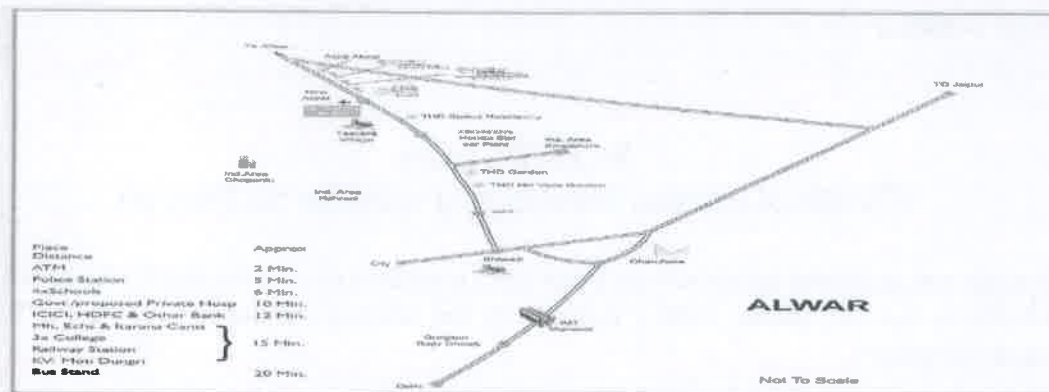
4.Other details of the location of the project:

5. Location Map

For Trehan Home Developers (P) Ltd.

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SCHEDULE-3

Part-II

(Details of floor plan of the Unit and Building & Description of Unit)

- (i) Building No. / Block No.
- (ii) Apartment No. *
- (iii) Floor No. _____ of the Building;
- (iv) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.
- (v) Built Up Area _____ sq. ft.

SCHEDULE-4

(Detailed Plan of Development Works to be undertaken)

1. Civil Work
2. Walling/ Plaster
3. Plumbing and Sanitary work
4. Flooring
5. Electrical Work
6. Fire Fighting work
7. Renewable Energy

SCHEDULE-5

Part-I

(Details of salient features of Project)

For Trehan Home Developers (P) Ltd.

Anchor
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As Per terms and conditions mentioned under the EWS guidelines (as may be applicable) issued under the Affordable Housing Policy, 2009 ("Policy") by the relevant development authority, Bhiwadi ("Bhiwadi Authority")

SCHEDULE-6

(Details of external development work for the Project)

As Per terms and conditions mentioned under the EWS guidelines (as may be applicable) issued under the Affordable Housing Policy, 2009 ("Policy") by the relevant development authority, Bhiwadi ("Bhiwadi Authority")

SCHEDULE- 7

(Details of specification of material used in construction)

As Per terms and conditions mentioned under the EWS guidelines (as may be applicable) issued under the Affordable Housing Policy, 2009 ("Policy") by the relevant development authority, Bhiwadi ("Bhiwadi Authority")

SCHEDULE-8

(Stage wise Time Schedule of Completion Project)

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1	Completion of Structure of the Building		
2	Completion of development works (internal/ external development works)		

For Trehan Home Developers (P) Ltd.


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3	Completion of internal works of the Building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash		
	Provision of civic infrastructure like water, electricity, sanitation		
	Finishing		

SCHEDULE-9 (Payment Plan)

Payment Plan	
At the time of Booking	Booking Amount
On Allotment Within 30 days of Booking	25% Total Cost
Within 180 days of Booking	20% Total Cost
Within 365 days of Booking	20% Total Cost
Within 545 days of Booking	20% Total Cost
Within 730 days of Booking	15% Total Cost

SCHEDULE-10

(Specifications, facilities, amenities which are part of the Unit which shall be in conformity with the advertisement, brochure, etc circulated by the promoter at the time of booking of the apartments in the Project)

For Trehan Home Developers (P) Ltd.


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As Per terms and conditions mentioned under the EWS guidelines (as may be applicable) issued under the Affordable Housing Policy, 2009 ("Policy") by the relevant development authority, Bhiwadi ("Bhiwadi Authority")

For Trehan Home Developers (P) Ltd.


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