

OLD AFFIDAVIT & ATS

Form G

[See Rule -9]

AGREEMENT TO SELL

Affix color photograph
of Allottee/First Allottee
with signature across the
photograph

Affix color photograph
of authorized signatory
of Promoter / Seller with
signature across the
photograph

This Agreement to Sell (hereinafter referred to as "Agreement") is executed at Jaipur on this ____ day of _____, 201 ____ between:

Mirus Infrastructure Pvt. Ltd. (CIN. U45201RJ2010PTC031667), a company registered under the Companies Act, 1956 (Pan No. AAGCM6904L) having its registered office at 9/88, Vidhyadhar Nagar, Jaipur through its Director or its Authorized signatory [Hereinafter referred to as "THE SELLER"/ "THE PROMOTER" or "THE DEVELOPER" which term and expression shall, unless it be repugnant to the context or subject thereof be deemed to include its successor(s), legal representative(s) and permitted assign(s)]

AND

Person(s) named in **Schedule-A** hereof hereinafter singly /jointly 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), administrator(s), executor(s) & permitted assignees).

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



INTERPRETATIONS/DEFINITIONS

1. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto:-

- (a) **ACT** means Real Estate (Regulations and Development) Act 2016.
- (b) **APPLICABLE LAWS** shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, 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 have the Real Estate Regulatory Authority.
- (d) **APARTMENT** shall mean a flat/ unit in the Project intended and/ or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- (e) **APPROVED PLANS** shall mean the plans and designs of Project constructed or to be constructed on the Scheduled Land; which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Developer and/or architect(s) in accordance with Applicable Laws.
- (f) **BROCHURE** means brochure depicting details and specifications of the Project (defined herein below) as circulated by the Developer, a copy of which is annexed herewith as **Annexure-II**.
- (g) **BUILDING** shall mean the building/tower/block in the Project where the Allottee(s) has been allotted his "Unit" and more particularly detailed in the Schedule-B attached hereto.
- (h) **CARPET AREA** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area; but includes the area covered by the internal partition walls of the Apartment. Explanation. -



For the purpose of this clause, the 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 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).

- (i) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean such common areas, facilities, equipment and spaces in the Project, which are meant for Common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the Schedule-G attached hereto.
- (j) **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 favor of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement
(ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoter and the Maintenance Association through which the ownership of the Common Areas and Common Facilities is transferred in favor of Maintenance Association by the Promoter subject to and in accordance with the terms of this Agreement.
- (k) **EARNEST AMOUNT** shall mean 10% of the Basic Sale Consideration of Unit.
- (l) **INTEREST RATE** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- (m) **MAINTENANCE 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, which shall be formed for the management/maintenance of Common Area and Facilities of the Project.
- (n) **OFFER LETTER** shall have the meaning ascribed under Clause 6.2 of this Agreement;
- (o) **PARA** means Para of this Agreement.
- (p) **PAYMENT PLAN** shall have the meaning ascribed under Schedule-J of this Agreement.

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- (q) **PROJECT** shall mean a group housing project comprising of single tower having Basement + Stilt + 11 floors, and common areas and facilities, being constructed and developed upon Scheduled Land as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as "**Mirus Ample**".
 - (r) **REGULATION** means regulations made under the Act;
 - (s) **RULES** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (t) **SCHEDULE** means the Schedule attached to this Agreement;
 - (u) **SECTION** means the section of the Act.
 - (v) **SCHEDULED LAND** shall have the meaning ascribed in Recital A and more particularly detailed in Schedule-C.
 - (w) **SUPER BUILT UP AREA** shall mean & include Carpet Area, the exclusive areas coupled with the Flat and the proportionate area occupied by the Common Area and Common Facilities.
 - (x) **UNIT** shall have the meaning ascribed in Schedule-E.
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 or in Rajasthan Municipalities Act, 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. A single Patta (lease deed for 99 years) dated 11/02/2013, bearing No. 117 was issued by Jaipur Development Authority ("JDA") in the name of **M/s Landmark constructions (Partnership Firm) Jaipur** in respect of plot no. F-4, group housing, Khasra No. 205, 206 and 209 Village Sukhiya, Tehsil Sanganer, District Jaipur, admeasuring 2073.96 Sq.Yds (more particularly detailed in Schedule-C attached hereto and hereinafter referred to as "Scheduled Land"), which was registered in the office of Sub-Registrar, Sanganer (I), Jaipur on dated 14/02/2013 in Book NO.1, Volume No, 725, Page No. 169, Serial No. 2013051003103 and Additional Book No, 1, Volume No, 2897, Page No. 236 to 244.
- B. **M/s Landmark constructions (Partnership Firm) Jaipur** has sold this land through its partner Rai Gottom Krishna to **M/s Ajmera Empire Builders & Colonizers Pvt**

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ltd. vide Sale Deed dated 22/05/2013 and the same has been registered in the office of Sub-Registrar(IV) Jaipur on dated 24/05/2013, in Book NO.1 Vol. No. 298, Page No. 101, Serial No. 2013398004720 and additional Book NO.1, Vol. No. 1191 Page No. 1 to 21.

- C. In respect of above sale deed, Name Transfer Letter is issued by Jaipur Development Authority ("JDA") vide its Letter No. D-2074 on dated 30/05/2013 in favour of M/s Ajmera Empire Builders & Colonizers Pvt Ltd
- D. M/s Ajmera Empire Builders & Colonizers Pvt Ltd Jaipur has sold this land through its director Manish Ajmera S/o Mohan Lal Ajmera to M/s Mirus Infrastructure Pvt Ltd. vide Sale Deed dated 05/12/2014 and the same has been registered in the office of Sub-Registrar Sanganer(V) Jaipur on dated 09/12/2014, in Book NO.1 Vol. No. 817, Page No. 148, Serial No. 2013397015692 and additional Book NO.1, Vol. No. 3267 Page No. 552 to 565.
- E. In respect of above sale deed Name Transfer Letter is issued by Jaipur Development Authority ("JDA") vide its Letter No. D-167 on dated 22/01/2015 in favour of M/s Mirus Infrastructure Pvt Ltd. Jaipur
- F. Accordingly, the Promoter became the absolute owner of the Scheduled Land and has legal title to the Scheduled Land with legally valid documents. Further, the Promoter is in the lawful possession of the Scheduled Land and the Scheduled Land is free from all encumbrances except an encumbrance of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only) from Intec Capital Ltd, Delhi, against mortgage on the scheduled land.
- G. Except as mentioned hereinabove, the Scheduled Land is free from all encumbrances and is earmarked for the purpose of development of a residential group housing buildings comprising of Apartments and Common Areas and Facilities of the Project to be known as "Mirus Ample".
- H. The Promoter has planned and is in the process of constructing and developing Project upon the Scheduled Land after getting necessary permissions/ approvals from competent authorities. The location details of the Project being developed upon Scheduled Land is fully described in Schedule-C.
- I. The Project has been registered with the Real Estate Regulatory Authority (Authority") on dated _____ and the project registration certificate no. is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.

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- J. The following approvals and sanctions have been obtained in respect of the Project:
1. The approved layout plan of the Project issued by the Jaipur Development Authority, Jaipur vide letter no. ज.वि.प्रा./स.स./बी.पी.सी.(बी.पी.)/2015/डी-629 dated 23/03/2015. A copy of the Approved Layout Plan is enclosed herewith and marked as Annexure-I.
 2. Approval of specifications of the Project and permission of building construction upto 40 meters height (Basement + Stilt +11 floor) under the Applicable Laws has been accorded vide letter no. ज.वि.प्रा./स.स./बी.पी.सी.(बी.पी.)/2015/ डी-629 dated 23/03/2015 by the Jaipur Development Authority, Jaipur.
 3. Temporary Fire NOC for the Project has been accorded by the Chief Fire officer Nagar Nigam, Jaipur vide letter no. ए.फ.9.(07)आ.फा./न.नि.ज./15/2500 dated 12/01/2015.
 4. The Airport Authority of India has also granted NOC bearing No. AAI/NOC/2014/5581-5586 dated 21/04/2014 for height clearance for the Project.
- K. The Promoter agrees and undertakes that they shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- L. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-H**.
- M. The details of salient features of the 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 external and internal development works proposed to be provided in the Project have been specifically provided in **Schedule-L** attached hereto.
- N. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule-N** attached hereto.
- O. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-

- mentioned internal/ external development works been specifically provided in **Schedule-M** attached hereto.
- P. The Promoter has opened a separate account in HDFC Bank, Vidhyadhar Nagar, jaipur for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- Q. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the Project is being developed have been completed.
- R. The Allottee(s), being aware of the Project and details given above as well as in the Brochure, has applied for allotment and purchase of an Apartment in the Project vide booking/ application form No.:_____ . dated _____ ("Booking Form"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule-I** (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement more particularly detailed in **Schedule-J** as per terms and conditions of this Agreement.
- S. The Promoter have allotted Apartment in the Project to the Allottee(s) and pro-rata share in the common areas of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure-III** and more particularly described in the **Schedule-E** attached herewith and hereinafter referred to as the "**Unit**").
- T. The details of floor plan of the Unit and Project is given in **Schedule-F**.
- U. 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.
- V. The Promoter has not made any other promises, assurances, representations in respect of the said unit/project except as specifically mentioned in this Agreement. 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.
- W. 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 agree to sell and the Allottee(s) hereby agrees to purchase the Unit.

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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 basic sale consideration of the Unit including consideration for exclusive balcony (hereinafter referred to as "**Basic Sale Consideration of Unit**") is more particularly detailed in **Schedule-I**.
- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "**Additional Payments**") as detailed in **Schedule- J**.
- 1.4 The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit as detailed in **Schedule-J** shall hereinafter be referred to as "**Total Payable Amount**".
- 1.5 The Total Payable Amount above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Schedule-I**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per terms of this Agreement.
- 1.6 The Total Payable Amount above includes taxes (comprising of taxes paid or payable by the Promoter by way of value added tax, service tax/GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called, up till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities to the Maintenance Association, after obtaining the completion certificate. However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall be determined by the Promoter on actual cost + 15% and payable by the Allottee(s) until the



Common Areas and Facilities of the Project are not taken over by the Maintenance Association after obtaining the completion certificate of Project.

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

Provided further that if there is any increase in the taxes 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.7 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule-J** attached hereto ("Payment Plan") 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 change/ modification/ introduction in taxes, which is paid or demanded along with the Acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective.
- 1.8 The Total Payable Amount 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/ taxes/levies or introduction of new charges/levies/taxes 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/ taxes 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 in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.9 As more particularly mentioned in **Schedule-I**, the Promoter has already received an advance/booking amount from the Allottee(s) a sum out of the Total Payable Amount and the Allottees(s) agrees and undertakes to pay the balance amount of the Total Payable Amount strictly in accordance with the Payment Plan as more particularly detailed in **Schedule-J**.

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- Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per the Interest Rate.
- 1.10 The Promoter shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule-K in respect of Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Buildings or the Common Areas and Facilities of Project as described therein at Schedule-L in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 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 section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.11 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Payable Amount payable for the Carpet Area/Super Built-Up Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed in Schedule-J.
- 1.12 Subject to clause 8.3, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit.

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- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas and Facilities of the Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Unit includes recovery of price of Scheduled Land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as detailed hereunder
 - (iv) The Allottee(s) has the right to visit the Project site to assess the progress of development of the Project and the Unit.
- 1.13 The Allottee(s) agrees and understands that the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which they shall be free to deal with, in accordance with Applicable Laws.
- 1.14 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.15 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoings/ dues. If the Promoter fail to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agree to be liable, even after the transfer of the Unit, 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.



- 1.16 That the Project shall always be known as "Mirus Ample" and the name of the Project shall not be changed except with the consent of the Promoter.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **MIRUS INFRASTRUCTURE PVT. LTD.**, payable at Jaipur. The receipt would be valid only after realization of the said cheque/ demand draft/ banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

4. **TIME IS ESSENCE:**

4.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the; Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association.

4.2 Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment/ charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

5. **CONSTRUCTION/DEVELOPMENT OF THE PROJECT:**

The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as 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 Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans and shall also strictly abide by the byelaws, 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 the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

6. CONVEYANCE AND POSSESSION OF SAID UNIT:

6.1 Schedule for possession of the Unit:- The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit along with ready and complete Common Areas and Facilities of Project with all specifications, amenities and facilities of the Project in place on or before _____, 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 Project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty / interest/ compensation during such Force Majeure condition, 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, which shall be assessed by the Promoter (and such assessment shall be final and binding on the Allottee(s)) the Promoter shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees 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.

6.2 Procedure for execution of Conveyance Deed of the Unit and taking possession- The Promoter; within 30 days of obtaining the occupancy certificate from the competent authority, shall vide offer letter ("Offer Letter")(i)invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit, and (ii)offer the possession of the Unit. The Promoter shall, subject to receipt of Total



Payable Amount in respect of the Apartment as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Project and also hand over possession of the Unit within three (3) months from the date of issuance of the 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 which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/ or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession (which shall be after the issuance of completion certificate for the Project) agree(s) to pay the maintenance charges along with applicable taxes as determined by the Promoter or Maintenance Association, as the case may be. The Promoter shall handover the occupancy certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

- 6.3 **Handing Over of Common Areas and Documents-** After obtaining the occupancy certificate it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas and Facilities of the Project to the Maintenance Association within thirty days after obtaining the completion certificate.
- 6.4 **Cancellation by Allottee(s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that in case the Allottee(s) cancels/ withdraws from the Project without any fault/ default of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without any interest after the sale of Unit



to a new allottee/buyer, from the amounts realized from the such new allottee/buyer.

- 6.5 **Compensation:** The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Scheduled 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 Clause shall not be barred by limitation provided under any law for the time being in force.
- 6.6 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting 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 Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area/Super Built Up Area of Unit to the Carpet Area/Super Built Up Area of all Apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

7. **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 Scheduled Land and the Promoter has the requisite rights to carry out development upon the Scheduled Land.
- (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 Scheduled Land or the Project except as mentioned hereinabove.
- (iv) There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled 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 in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (vi) The Promoter have the right to enter into this Agreement and have 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 have not entered into any agreement for sale and/ or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoters are not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of registration of the Conveyance Deed of the Unit the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project shall be handed over to the Maintenance Association.
- (x) The Scheduled Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Scheduled Land.
- (xi) The Promoter have 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 Project (except the taxes mentioned in Clause 6.6 which shall be paid according to the said Clause) to the competent authorities till Completion Certificate has been issued and possession of the Unit along with Common Area and Facilities of the Project (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Maintenance Association, respectively.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter by which rights of Allottee(s) in respect of the Scheduled Land and/ or the Project/ Unit is being affected.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/ or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1 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 Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 6.1 above in this Agreement or fail to complete the Project within the stipulated time disclosed (as



extended as per the Act) 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 Unit 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.

8.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) 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 Unit, along with interest within forty-five (45) 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 Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

8.3. The Allottee(s) shall be considered having committed a default, on the occurrence of anyone or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 8.3 (i) above continues for a period beyond 2 months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts 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 the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of

Conveyance Deed of the Unit and/ or taking possession of Unit within the period mentioned in Offer Letter;

- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
 - (vi) violation of any of the Applicable Laws on the part of the Allottee(s).
- 8.4 The Promoter's rights/ remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:
- (i) Upon occurrence of event of default mentioned in Clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts 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 amounts by the Allottee(s) to the Promoter;
 - (ii) Upon 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 8.3(iii), till the time Promoter exercise the option to terminate this Agreement they shall be entitled to
 - (a) recover interest as per Clause 8.4 (i) and
 - (b) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter and
 - (c) recover holding/safeguarding charges @ _____ per sq. feet per month on the Total Payable Amount of the Unit; and
 - (d) taxes mentioned in Clause 6.6;
 - (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 8.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.
 - (iv) The rights and remedies of till Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- 8.5 Upon 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 any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of



the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from such new allottee/buyer::

- (i) The Earnest Amount;
 - (ii) all taxes, duties, cess, etc deposited by the Promoter to the concerned department/ authority in respect of the Unit;
 - (iii) The interest and charges paid/ payable by the Allottee(s) to the Promoter as per Clause 8.4(i) and/ or 8.4 (iii), if applicable;
- 8.6 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 conditions of this Agreement or the provisions of the Act/ Rules / Regulations.

9. **MAINTENANCE OF THE PROJECT:**

- 9.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities at actual cost + 15% along with applicable taxes.
- 9.2 That a Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/ management of Common Area and Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter and/ or Maintenance 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 the Apartments of Project shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoter shall hand over the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Facilities of the Project.
- 9.3 The Promoter shall transfer the IFMD and Escrow Corpus Fund to the Maintenance Association without any interest to the Association.
- 9.4 The Allottee(s) shall not raise any objection; if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of



societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.

9.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges along with applicable taxes if any, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/ her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

9.6 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per its Bye -Laws.

10. AMENITIES

10.1 The Promoter is undertaking provision of GAS Bank, wherein proportionate charges for individual connection will be taken from Allottee(s) and accordingly, no gas cylinder shall be allowed inside the Apartment/Unit.

10.2 The Promoter shall make Fire Safety Measures as prescribed by the concerned authorities if, however, due to any subsequent legislation/ Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter, which shall be final and binding on the Allottee.

10.3 **ELECTRICITY CONNECTION:** That the Promoter shall provide a single point metering system for the Project, which is being provided by JVVNL, for the entire Project and according to which electric connection/supply shall be provided by Promoter through prepaid meter cost of which along with proportionate security deposit will be borne and paid by the Allottee(s). The Allottee(s) shall be required to get the meter recharged to avail electricity facility for his Unit. However, if the Allottee(s) fails or is unable or delays to get his meter recharged, the electricity would automatically get disconnected and the Allottee(s) shall be held solely responsible for the same. The Allottee(s) shall pay the pre-paid charges of

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the electrical meter, to the Promoter until formation of Maintenance Association and upon formation of Maintenance Association, to the Maintenance Association, computed at the actual prevailing rate based on actual power to be consumed by the Allottee(s) subject to minimum charges calculated on the basis of electricity / power load of the Allottee(s) along with proportionate common electric charges according to the area occupied by the allottee(s). In case of any differences in electricity billing units recorded in meter of the Promoter and aggregate/ cumulative/ total billing units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among all buyer and occupants of the Project and shall be paid by them in proportion to the area owned by them or occupied by them.

- 10.4 The Promoter has made provisions for separate overhead and underground water tank for supply of water as per the requirement assessed by the Promoter. The Allottee(s) shall bear the proportionate charges for potable water procured from Municipality, Bisalpur Line, Water Works Department and/ or from outside vendor in case of any such shortfall.

11. DEFECT LIABILITY:

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

12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with
- (i) any of the provisions/covenants of this Agreement and/ or
 - (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/ or



(iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or

(iv) termination of this Agreement by the Allottee(s) without any default/ delay on the part of the Promoter and/ or

(v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 20 and/ or

(vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or

(vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).

12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

12.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Association shall have right of unrestricted access of all Common Areas and Facilities of the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Maintenance Association to enter into the Unit or any part thereof, after due notice and during till normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. 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 parking spaces and services including but not limited to electric sub-station, transformer, DG-Set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per

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Approved 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 such earmarked spaces shall be reserved for used by the Maintenance Association for rendering maintenance services. The Promoter has earmarked parking space for the Allottee as detailed and set out in **Schedule-O** for proper management and utilization of parking area of the Project and map of earmarked parking space has been annexed herewith as **Annexure-IV**.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- (i) That if the Allottee(s) wishes to assign the booking/ allotment in favor of another person, the transfer will be allowed only after payment of Rs. 100/- per sq. ft. as transfer fee. Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. in respect of such transfer.
- (ii) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- (iii) Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircase, 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 Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- (iv) The Allottee(s) further undertakes, assures and grants 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/Projector anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) shall 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

- (v) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vi) The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency / company for the maintenance of the Project.
- (vii) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (viii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony / lawns / roof-top/ terrace under his/her/its use.
- (ix) It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the building/ Project.
- (x) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- (xi) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated and shall dispose the waste by following the waste disposal mechanism of the Project.
- (xii) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/ Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/ or the Unit.
- (xiii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/ or maintenance agency appointed by the

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- Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xv) **Interior Works in the Unit:-** That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Maintenance Association and the Promoter/Maintenance Association may permit the same subject to appropriate conditions.
 - (xvi) The Allottee shall ensure complete safety of material and the equipment kept in the Apartment/Unit, to be used or useable in the interior works undertaken by the Allottee and the Promoters/ Maintenance Association shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoters /Maintenance Association shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/ Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself/themselves. The Allottee shall indemnify and keep the Promoters/Maintenance Association harmless against all such claims or liabilities.
 - (xvii) The Allottee(s) shall not be permitted to close/ cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the Maintenance Agency/Society, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbors and also does not hamper the aesthetics of the Project.
 - (xviii) The Allottee agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.
 - (xix) That the Allottee shall permit the Promoter/Maintenance Association or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/Maintenance Association to the Allottee(s).
 - (xx) The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

CHARTERED INFRASTRUCTURE


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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertake 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON UNIT:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise 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 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 entitled 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 NOCs, etc. as may be required by the Allottee(s).

20. 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 payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar of Jaipur District (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/ or appear before the Sub-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 30 (thirty) days from the date of its receipt by the Allottee(s), application/ allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. However, 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.

TECHNICAL INFRASTRUCTURE PVT. LTD.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, 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 Unit.

22. **RIGHT TO AMEND:**

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

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

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses and/or subsequent allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and / or subsequent allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) in the Unit is permissive or hostile.

24. **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.

25. **REFUND OF AMOUNTS PAID DURING DEVELOPMENT**

The Promoter shall be solely entitled to refund of all amounts/ deposits paid by the Promoter to various authorities in respect of the Project.

26. **WAIVER NOT A LIMITATION TO ENFORCE:**

26.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as laid out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or



binding on the Promoter to exercise such discretion in the case of other Allottee(s).

- 26.2 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. Accordingly, any waiver by any party shall be in writing.

27. SEVERABILITY:

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

28. 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/Super Built Up Area of the Unit bears to the total Carpet Area/Super Built Up Area of all the Apartments in the Project, as the case may be.

29. 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.

30. 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(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar at jaipur District (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at jaipur.

ETIMIRUS INFRASTRUCTURE DEVELOPMENT LTD.



31. **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. post to the party at their respective addresses as specified in Schedule-D. 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.

32. **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).

33. **NRI ALLOTTEES:**

The Allottee(s), if resident outside India, shall be solely responsible for complying 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 there under 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 No.1 with such permission, approval which would enable the Promoter No.1 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(s) 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.

34. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.



35. **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 laws of India for the time being in force.

36. **DISPUTES:**

- a) All / or any disputes arising out of or touching upon or in relation to the terms of this Agreement/ allotment letter or its termination 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 issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at Jaipur 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 (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature Name (First- Allottee)	Signature Name (Second- Allottee)	Signature Name (Third- Allottee)

10/10/2019
10/10/2019

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

Promoter

For and on behalf of M/s. Mirus Infrastructure Private Limited

Name : _____
Signature : _____
Designation : _____

WITNESSES

1. Signature : _____
Name : _____
Address : _____

2. Signature : _____
Name : _____
Address : _____



SCHEDULE-A

(Description of the Allottee(s))

[if the Allottee is an individual]

Mr./Mrs./Ms _____ Aadhar No. _____
Son/Daughter/Wife of Mr. _____ aged about _____ years
R/O Plot No. _____
Income Tax Permanent Account No. (PAN) _____

JOINTLY WITH (if applicable)

Mr./Mrs./Ms _____ Aadhar No. _____
Son/Daughter/Wife of Mr. _____ aged about _____ years
R/O Plot No. _____
Income Tax Permanent Account No. (PAN) _____

OR

[if the Allottee is a partnership firm]

M/s _____ a partnership firm, duly registered
and existing under the provisions of the Indian Partnership Act, 1932, having its
principle place of business at _____ (PAN _____)
through the partner Mr./Ms _____ (Aadhar No _____)
duly authorized vide authority letter dated _____ passed and signed by all the
partners constituting the firm (Copy enclosed)

OR

[if the Allottee is a company]

M/s _____ (CIN No _____)
a Company incorporated under the provisions of the Companies Act, 1956 /2013
having the registered office at _____ and its PAN
is _____ through Mr. _____

ENTRUSTED INVESTMENT LTD.

(Aadhar No. _____), its authorized signatory who has been duly empowered vide Board Resolution dated _____ (Copy enclosed)

OR

[if the Allottee is HUF]

Mr./Mrs./Ms _____ Aadhar No. _____
Son/Daughter/Wife of Mr. _____ aged about _____ years
for self and as the Karta of the HUF, having its place of business/ residence at Plot No. _____

Income Tax Permanent Account No. (PAN) _____

[Hereinafter jointly and severally referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal representative(s), administrator(s), executor(s), successor(s) and permitted assignee(s)]

SCHEDULE-B

(Description of the Building)

Building/tower/block No. _____ in the Project comprising of Basement + Stilt + 11 Floors, where the Allottee(s) has been allotted his Unit.

MUS INFRASTRUCTURE



SCHEDULE-C

(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.
Village Sukhiya Tehsil Sanganer District. Jaipur.	205, 206 and 209
Total Area	1734.72 Sq. Mtr

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

In East : Other's Land
In West : Plot No. F-3
In North : Sector Road 100 Feet. Wide.
In South : Other's Land

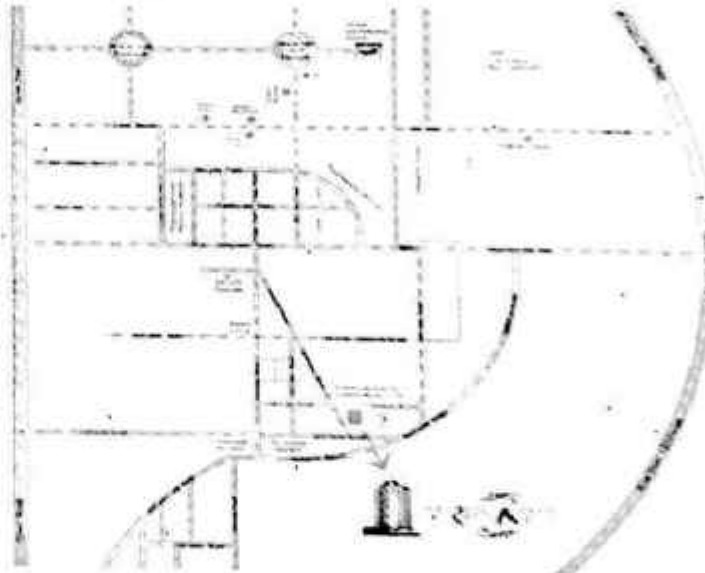
3. Latitude/ Longitude of the end points of the Project

26.815104 Latitude
75.75710000000004 Longitude

4. Other details of the location of the Project:

- a. Near Parshvanath Narayana City, Rampura Road, Sanganer, Jaipur.
b. Near Kesar Circle, Iskon Road, Jaipur

5. Location Map



SCHEDULE-D

(Address where notice(s) is to be posted)

M/s Mirus Infrastructure Pvt Ltd	Allottee
Registered Office: 9/88, Vidhyadhar Nagar, jaipur Pin-302039	

SCHEDULE-E

(Description of the Unit)

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

SCHEDULE-F

(Floor Plan of the Apartment and Block/ Tower in the Project)

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SCHEDULE-G

(Details of Common Areas, facilities and amenities of the Project)

1. Scheduled Land
2. Staircase and landings on all the floors including main entrance lobby,
3. Common passage on the Ground Stilt Floor.
4. Water pipes and other plumbing installation from the Overhead/
Underground
5. Water tanks for the supply of the water.
6. Electric wiring, meters and fittings, electric panel (including those as are
installed for any particular Flat), Transformer etc.
7. Light and electrical fittings in the aforesaid common parts,
8. Boundary wall.
9. Main Entrance Caters) for Entry and Exit in the Said building.
10. Bore-well (if any) and pump.
11. Common Toilets & lobbies, if any on the stilt parking floor.
12. Lift and its machineries,
13. Generator etc (if any),
14. Telephone lines and cable TV wires.
15. Landscape Gardens,
16. GAS Bank
17. Power Back-Up for Common Areas

SCHEDULE-H

(Detailed Plan of Development Works to be undertaken) h,

The Promoter has conceived a detail plan of following development works to be developed in various phases in the Whole Project including the said Project:

- i) **Fire Fighting Facilities-** Fire-Fighting equipment/ facilities will be provided in the whole project as per NBC guidelines.
- ii) **Water Supply-** The provision for water supply is being done as per the prevailing norms. Supply from PHED and/ or other concerned departments shall take place in due course and therefore till the time water shall be obtained through water tankers by the allottees.
- iii) **Emergency Evacuation Services-** It has been proposed to provide two staircases (1 normal staircase and 1 fire escape staircase) of appropriate width in accordance with the NBC guidelines.



- iv) **Piped Gases-** Pipe Layout and Gas Bank shall be provided. It has been proposed to engage an external agency for providing individual gas connection to all units which shall be charged at its rate as per meter installed by the agency.
- v) **Electrical Supply-** A single point metering system is provisioned for the Project and accordingly electric connection / supply shall be provided by Promoter to the Allottee(s) through prepaid meter cost of which along with proportionate security deposit will be borne and paid by the Allottee(s).
- vi) **Rain Water Harvesting** -Water from all open areas including terrace shall be collected through designed storm water system, which shall recharge the ground water as per norms.
- vii) **Lightning Arrestor-** Additional facility as a safety feature against lightning is installed at the roof of the Building and earthing is done in ground.

SCHEDULE-I

(Details of Advance Payment)

The Allottee(s) has paid Rs. _____/- (Rupees _____ only) to the Promoter as advance at the time of booking vide application/ booking form no. _____ dated _____

SCHEDULE-J

(Payment Details)

➤ **Details of Basic Sale Consideration and Additional Payments:-**

The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only), including consideration for exclusive balcony ("Basic Sale Consideration"). The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc ("Additional Payments"):

- a) **Escrow Corpus Fund** of Rs. _____ / - (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of Super Built Up Area;



- b) Interest free maintenance security deposit ("IFMD") Rs. _____ / - (Rupees _____ only) calculated @ Rs. _____ / - (Rupees _____ only) per sq. ft. of Super Built Up Area;
- c) Water Charges of Rs. _____ / - (Rupees _____ only)
- d) LPG & Electric Sub Station Charges of Rs. _____ / - (Rupees _____ only)
- e) Service Tax/GST of Rs. _____ / - (Rupees _____ only)

The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. _____ / - (Rupees _____) ("Total Payable Amount").

➤ **Balance Consideration:-**

The Allottee(s) hereby agrees to pay balance amount of Rs. _____ / - (Rupees _____) of the Total Payable Amount.

➤ **Payment Schedule:-**

Stage of development works and completion of Unit	Percentage of the Total Price as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)
On Registration/ Booking	10%		
On Agreement	10%		
On Completion of Footing work	10%		
On Casting of Basement Slab	5%		
On Casting of I Floor Slab	5%		
On Casting of II Floor Slab	5%		
On Casting of III Floor Slab	5%		
On Casting of IV Floor Slab	5%		
On Casting of V Floor Slab	5%		
On Casting of VI Floor Slab	5%		
On Casting of VII Floor Slab	5%		
On Casting of VIII Floor Slab	5%		
On Casting of IX Floor Slab	5%		
On Casting of X Floor Slab	5%		
On Casting of XI Floor Slab	5%		
On Finishing of the Apartment	5%		
On Possession Notification (Due + Additional charges)	5%		

FOR MIRUS INFRASTRUCTURE

SCHEDULE-K

(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)

MIRUS AMPLE - SPECIFICATIONS	
LIVING AND DINING ROOM	• Vitrified tiles flooring • Main door with flush door/ Readymade designer door with door buffer and lock. • Four no's 6 amp points in living area • Two Light points. Two fan point. • One doorbell point in Living / Dining area. • One Telephone point. • One TV point in the Living / Dining area. • UPVC / Powder coated two tracks aluminum, glazed hinged /Sliding windows. • Provision for one split AC.
KITCHEN	• Vitrified tiles flooring • Granite counter with half bull nose for kitchen platform with dado tile up to 2'height above counter. • Stainless steel sink with drain board and provision for Hot and cold water and R O • Two Light points • one fan point • Three 6/16 amp point in Kitchen. • Exhaust fan point in Kitchen
MASTER BEDROOM	• Vitrified tiles flooring • Door with flush door / Readymade designer door with door buffer and lock • UPVC /Powder coated two tracks aluminum, glazed hinged Sliding windows. • Two Light points • one Fan point • one TV point • one Telephone point and five 6 amp point. • Provision for one Split AC
OTHER BEDROOMS	• Vitrified tiles flooring • Door with flush door / Readymade designer door with good quality hinges, door buffer and lock. • UPVC / Powder coated two tracks aluminum, glazed hinged Sliding windows. • Two Light points, • one Fan point, • two 6 amp points. • Provision for one Split AC.
UTILITY AND BALCONY	• Ceramic Tiles Flooring • One light point in utility and balcony. • One 6/16 amp for Washing machine point in Utility
TOILETS	• Anti Skid/Matt Ceramic Tiles Flooring • Door with flush door/Readymade designer door. • Glazed Tiles dado in toilets up to 2.13 m (7') height in Shower area and Upto 1.2 m (4') height in other areas. • Sanitary ware/ C P Fittings of renowned brands. • wall hung EWC and Wash basin With Bottle Trap / Pedestal. • Ventilators made of UPVC/ powder coated aluminum with Fixed Glass and provision for exhaust fan • Two Light points, One 6 amp point in each toilet. • Provision for geyser in all toilets
PLASTERING & PAINTING	• Exterior facia are plastered and painted with specified exterior emulsion of Asian/ICI /equivalent. • All interior wall faces and ceilings are smoothly plastered and painted with Oil bound distemper.


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SCHEDULE-L

(Specifications, Salient Features, facilities, amenities, internal External development works etc., which are part of the Project which shall be in conformity with the advertisement, brochure etc circulated by the promoter at the time of booking of the Apartment in the Project)

POWER SUPPLY AND BACKUP	• IS 694 (International Standard) I.R Grade copper wiring through PVC conduits concealed in Walls and ceilings • Good quality Modular electrical switches. • 100% power back up for common areas.
SECURITY	• Round the clock security by trained security personnel.
STRUCTURE AND SERVICES	• Earth Quake Resistant Structure. • Separate O.H. tank & line for domestic and flushing water. • Energy efficient, green eco-friendly nominal design, centralized grouped location of services installation to ensure easy maintenance, fast track installation and compliance to all statutory regulations.
CLUB HOUSE	• Reception, • Space for Reading Lounge, • Pool Table, Games Room, • Party Lounge/Table Tennis, • Party Lawn, • Kid's Play Area, • Space for Pantry

SCHEDULE-M

(Stage Wise Time Schedule of Completion of Project)

S.No.	Stage of development works and completion of Unit	Percentage of Completion of the works	Date by which the Work are to be completed
On Registration/ Booking	10%		
On Agreement	10%		
On Completion of Footing work	10%		
On Casting of Basement Slab	5%		
On Casting of I Floor Slab	5%		
On Casting of II Floor Slab	5%		
On Casting of III Floor Slab	5%		
On Casting of IV Floor Slab	5%		
On Casting of V Floor Slab	5%		
On Casting of VI Floor Slab	5%		
On Casting of VII Floor Slab	5%		
On Casting of VIII Floor Slab	5%		
On Casting of IX Floor Slab	5%		
On Casting of X Floor Slab	5%		
On Casting of XI Floor Slab	5%		
On Finishing of the Apartment	5%		
On Possession Notification (Due + Additional charges)	5%		

FOR MORE INFORMATION



SCHEDULE-N

(Details of specification of material used in construction)

Specification Of Material	
Cement	PPC/OPC
Steel	Fe 415 & Fe 500
C P Fittings	Renowned brands
Sanitary wares	Renowned brands
CPVC Pipes	Renowned brands
UPVC/SWR Pipes	Renowned brands
Tiles	Vitrified tiles
Wall Tiles	Ceramic tiles
Paint	Renowned brands
Passenger Elevator	Gearless elevator
Wires	IS 694 FR grade
Transformer	Copper wound oil immersed
Diesel Generator	Air cooled
Fire Safety Equipment	ISI mark

SCHEDULE-O

(Details of Parking earmarked for the Allottee(s))

_____ Parking _____ space earmarked for the Allottee(s) at
_____ and has also been assigned parking space no. _____

FOR INFRASTRUCTURE

2023

Annexure-I

(Approved layout plan of the Project)

FOR MRUS INFRATE



Annexure-II

(Copies of notice Advertisements, Brochure and Prospectus with regard to specifications, facilities, amenities, internal/ external development works etc. circulated by the Promoter at time of booking of Units in the Project)

EG MIRUS INFRASTRUCTURE
[Signature]

Annexure-III

Layout plan of Unit

ESF MIRUS INFRASTRUCTURE PVT. LTD.



Annexure-IV

Earmarked Parking for Allottee(s)

FOR INFRASTRUCTURE

[Handwritten Signature]



MIRUS INFRASTRUCTURE PVT. LTD.

Sector 9, Plot No. 88, Vidhyadhar Nagar,
Jaipur, Rajasthan - 302039 - India
Phone: 88751-88887
Email: mirusinfra@gmail.com
Website: www.mirusinfra.com

INDIA

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ALLOTMENT LETTER

Dated: _____

Mr./Ms./Mrs. _____

Co-Appl. _____ (If Any)

Sub: Letter of Allotment of Unit in "Mirus Ample", situated at Khasra No. 205, 206 and 209, Village Sukhiya, Tehsil Sanganer, District Jaipur.

Dear Sir/Madam,

Heartily Congratulations!!!

'We are delighted to inform you that you have been allotted a Unit/Flat bearing no _____ on _____ Floor, having tentative Carpet area of _____ Sq. ft. and exclusive balcony area of _____ Sq. ft., Built-Up area of _____ Sq. ft and Super Built-Up area of _____ Sq. ft ("Unit"), against your Registration/ Application form no. dated _____ ("Application Form"), in our Residential Project named as Mirus Ample ("Project") which is being developed upon land admeasuring 1734.72 Sq. Mtr., corresponding, to Khasra No. 205, 206 and 209 situated at Village Sukhiya, Tehsil Sanganer, District Jaipur ("Scheduled Land") in accordance with terms and conditions; of said Application Form and this Allotment Letter.

The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Space Buyer Agreement/ Agreement to Sell, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

For any query, please feel free to visit our Site or corporate office at G-6, Cine Star, Vidhyadhar Nagar, Jaipur and can also call on 88751-88887 and we would be happy to assist you. You can also e-mail to us on : info@mirusinfra.com

Assuring, you the best of our services.

You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

For MIRUS INFRASTRUCTURE PVT. LTD.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same



MIRUS INFRASTRUCTURE PVT. LTD.

Sector 9, Plot No. 88, Vidhyadhar Nagar,
Jaipur, Rajasthan - 302039 - India
Phone: 88751-88887
Email: mirusinfra@gmail.com
Website: www.mirusinfra.com

INDIA

Draft

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A RESIDENTIAL UNIT IN THE RESIDENTIAL PROJECT NAMED "Mirus Ample".

1. The Project has been registered with the Real Estate Regulatory Authority on dated _____ and the project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Regulatory Authority. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Regulatory Authority as required under the Act.
2. The basic sale consideration of the Unit is Rs. _____ / (Rupees _____ only) calculated @ Rs. _____ / (Rupees _____ only) per sq. ft. of Super Built Up Area, including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit").
3. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc ("Additional Payments"):
 - (a) Escrow Corpus fund of Rs. _____ / (Rupees _____ only) calculated @ Rs. _____ / (Rupees _____ only) per sq. ft. of Super Built Up Area.
 - (b) Interest free maintenance security deposit ("IFMD") Rs. _____ / (Rupees _____ only) calculated @ Rs. _____ / (Rupees _____ only) per sq. ft. of Super Built Up Area
 - (c) Water charges of Rs. _____ / (Rupees _____ only)
 - (d) LPG and Electric Sub Station charges of Rs. _____ / (Rupees _____ only)
 - (e)
 - (f) Service Tax/ GST of Rs. _____ / (Rupees _____ only)
4. The Basic Sale Consideration of Unit and additional Payments in respect of the Unit aggregates to is Rs. _____ / (Rupees _____ only) (hereinafter be referred to as "Total Payable Amount").
5. The Allottee(s) is aware that the Total payable amount is inclusive of the booking amount, GST, VAT/Service Tax/Cess or any other similar taxes levied in connection with the construction of the Project up to the date of handing over of possession of the Unit, cost of internal/ external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project and more specifically detailed in Annexure-I annexed herewith.

Signature of Promoter

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same

Signature of Allottee(s)

FOR MIRUS INFRASTRUCTURE PVT. LTD.
PROMOTOR



MIRUS INFRASTRUCTURE PVT. LTD.

Sector 9, Plot No. 88, Vidhyadhar Nagar,
Jaipur, Rajasthan - 302039 - India
Phone: 88751-88887
Email: mirusinfra@gmail.com
Website: www.mirusinfra.com

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6. The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs. _____ / (Rupees _____ only) paid vide Cheque Number _____ drawn on _____ Bank, dated _____ strictly in accordance with the Payment Plan annexed herewith as Annexure-I, through Account Payee Cheque / Demand Draft or Online Payment (As applicable) in favor of MIRUS INFRASTRUCTURE PVT. LTD., payable at Jaipur. The receipt would be valid only after realization of the said cheque / demand draft/ banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).
7. The Total Payable Amount is escalation-free, save and except increases and introductions, which the Allottee(s) agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other introduction/ increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of Project. The Promoter undertakes and agree that while raising a demand on the Allottee(s) for increase in development charges, newly introduced 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.
8. Every Allottee(s) shall bound to join, subscribe and become member of the Maintenance Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the maintenance Association as prescribed. The Allottee(s) shall sign and execute the application for becoming a member of the Maintenance Association and sign the copy of bye-laws of the Maintenance Association and shall duly fill-in, sign and return to the Promoter within ten (10) days of the same being forwarded by the Promoter to the Allottee(s). After the handover of common areas and facilities of the Project to the Maintenance Association, it shall be the sole responsibility of the Maintenance Association, to run and maintain the common areas and common facilities of the Project. The Promoter shall transfer the IFMD and Escrow Corpus Fund to the Maintenance Association without any interest to the Maintenance Association.
9. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / reduced accordingly. However, 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 Project by the authority as per the Act, the same shall not be charged from the Allottee(s).
10. The Allottee(s) agrees to execute the Promoter's Standard Agreement for Sale, Sale Deed

Signature of Promoter

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same

Signature of Allottee(s)



MIRUS INFRASTRUCTURE PVT. LTD.

Sector 9, Plot No. 88, Vidhyadhar Nagar,
Jaipur, Rajasthan - 302039 - India
Phone: 88751-88887
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or any other agreement and/ or document, as and when called upon to do so by the Promoter. A copy of Promoter's Standard Agreements in respect of the Project is available on www.rera-rajasthan.in.

11. The Promoter shall periodically intimate to the Allottee(s) about the installment/ amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.
12. The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.
13. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Promoter shall not accept any payment/ remittances made by Third party on behalf of Allottee(s) and if in case such payments are accepted, the person paying on behalf of Allottee(s) shall have no right for any claim against the Promoter. All taxes, levies or assessments, in respect of the Unit, falling due from the date of possession shall be borne by the Allottee(s).
14. A detailed agreement to sell shall be executed between the Allottee(s) and the Promoter in the Promoter's standard Agreement for Sale format mentioned hereinabove.
15. The sale deed shall be executed and got registered and title of the Unit along with. Pro-rata share in common areas and facilities of the Project shall be conveyed by the Promoter in favour of the Allottee(s) within a period of three(3) months from the date of issue of Occupancy Certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoter by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement to Sell. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).
16. The timely payment of installments as per the Payment Plan shall be the essence of this Allotment. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rules"). If the above default in payment extends for a period beyond 2 months after demand notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Unit and refund the amount paid by the Allottee(s) after deducting 10% of the Basic Sale Consideration of Unit ("Earnest Amount"), all

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same



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taxes, duties, cess, etc. deposited by the Promoters to the concerned department/authority in respect of the Unit and the interest liabilities after the sale of Unit to a new allottee, from the amounts realized from the such new allottee.

17. The Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for Sale to be taken within 30 days from the date of issue of occupancy certificate.
18. Subject to force majeure, the Promoter agrees to offer possession of the Unit on or before _____. In the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount and interest liabilities and refund balance amount without any interest or the Promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter the following amount:-
 - i. The amount due with interest as mentioned in this notice for possession from the due date till date of the payment.
 - ii. Maintenance charges from the date of offer of possession as per notice of possession.
 - iii. Holding/ Safeguarding charges @ _____ per Sq. feet per month for the period of delay.However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee exceeds 60 days, the Promoter, without prejudice to its rights under this allotment letter, shall be entitled to terminate the allotment and forfeit Earnest Amount, the interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the Sale of Unit to a new allottee, from the amounts realized from the such new allottee.
19. In case the Allottee(s) cancels/ withdraws from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest amount, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee, from the amounts realized from the such new allottee.
20. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own

For MIRUS INFRASTRUCTURE PVT. LTD.
Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same



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discretion.

21. 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(s) with interest within forty five (45) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. Allottee(s) agrees 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 Application Form, this Allotment Letter and Agreement to Sell to be executed.
22. The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottee(s) and the Promoter shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas and facilities in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under, Section 14 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 section 14 of RERA.

23. The Promoter shall confirm to the final Carpet Area/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes if any, in the Super Built Area/Carpet Area. The Total Payable Amount payable for the Super Built Up Area/ Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area, which is not more than three percent (3%) of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed in Clause 4.

For MIRUS INFRASTRUCTURE PVT. LTD.
DIRECTOR

Signature of Promoter

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same

Signature of Allottee(s)



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24. The Allottee(s) shall be liable to pay from the date of offer of possession, urban development tax, property-tax, fire-fighting 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 Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the super built up area/carpet area of Unit to the super built up area/ carpet area of all apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.
25. On intimation from the Promoter, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard and/ or failure to adhere to the terms and conditions mentioned in demand letters or such notice, the Promoter may at its option to decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) after deducting 20% of the received amount without any interest or compensation whatsoever within Forty-five (45) days from the date of termination and the Promoter shall be free to deal with the Unit as it may deem fit and proper and the Allottee(s) shall not have any right, title, interest and/ or lien over the Unit.
26. In case, the Allottee(s) wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of Rs. 100/- per sq. ft as transfer fee. Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including income tax, stamp duty and registration charges, etc. in respect of such transfer.
27. The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/ purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Allotment letter and Agreement to Sell, whether or not he or she has

Signature of Promoter

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same

Signature of Allottee(s)

For MIRUS INFRASTRUCTURE
DIRECTOR



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- been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the Promoter, as the payment plan mentioned in Annexure-I annexed herewith on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 16 as stated above.
28. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.
 29. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.
 30. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoter in accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Unit and the Promoter shall be entitled to allot such Unit to any other applicant.
 31. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, RERA, etc. as may be applicable on the Project.
 32. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and its agents and representatives indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.
 33. This Allotment Letter shall be construed in accordance with Act, Rules and regulations made thereunder including other applicable Laws of India for the time being in force.

Warm Regards
For _____

(Authorized Signatory) _____
For MIRUS INFRASTRUCTURE PVT. LTD.
DIRECTOR

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same



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Acceptance of Allotment

I/We hereby accept the allotment of the Unit bearing no _____ on _____ Floor, having tentative admeasuring Carpet area of _____ Sq. ft. and exclusive balcony area of _____ Sq. ft., Built-Up area of _____ Sq. ft and Super Built-Up area of _____ Sq. ft in Residential Project named as Mirus Ample ("Project") which is being developed by M/s Mirus Infrastructure Pvt Ltd. Situated at Khasra No. 205, 206 and 209 Village Sukhiya, Tehsil Sanganer, District Jaipur subject to terms and conditions; of Application/ Registration Form no. _____ dated _____ this Allotment Letter.

Thanks and Ragards

(Customer Name)

For MIRUS INFRASTRUCTURE PVT. LTD.

Signature of Promoter

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same

Signature of Allottee(s)



MIRUS INFRASTRUCTURE PVT. LTD.

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Annexure I (Payment Details)

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Payment Schedule :-

Stage of development works and completion of Unit	Percentage of the Total Price as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)
On Registration/ Booking	10%		
On Agreement	10%		
On Completion of Footing work	10%		
On Casting of Basement Slab	5%		
On Casting of I Floor Slab	5%		
On Casting of II Floor Slab	5%		
On Casting of III Floor Slab	5%		
On Casting of IV Floor Slab	5%		
On Casting of V Floor Slab	5%		
On Casting of VI Floor Slab	5%		
On Casting of VII Floor Slab	5%		
On Casting of VIII Floor Slab	5%		
On Casting of IX Floor Slab	5%		
On Casting of X Floor Slab	5%		
On Casting of XI Floor Slab	5%		
On Finishing of the Apartment	5%		
On Possession Notification (Due + Additional charges)	5%		

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter have been read and understood by me/ us and I/ we hereby accept the same

भारतीय गैर न्यायिक

पचास
रुपये
रु.50

FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

Regn. No. 3582

राजस्थान राज्य अधिनियम, 1995 के अन्तर्गत K 641961

1. अज्ञात का नाम SL
2. माता का नाम SL
कुल माता SL

Declaration regarding agreement for sale

हस्ताक्षर न्याय वेप

NOTARIAL REGISTER

Serial No 1093/2017...

dated 15/09/2017

1. That the Agreement for sale / Builder buyer agreement of our Project Mirus Ample 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 and Development) Act-2016 & Rajasthan Real Estate (Regulation and Development) Act-2017.
3. That if any contradiction arises in the future, Mr. Nitesh Gupta the deponent will be responsible for it.

For Mirus Infrastructure Pvt. Ltd

For MIRUS INFRASTRUCTURE PVT. LTD.

DIRECTOR

Nitesh Gupta

Director

9/88 Vidhyadhar Nagar
Jaipur

ATTESTED

NOTARY PUBLIC
JAIPUR (INDIA)

14 SEP 2017

23/8/2017
 637
 जन्म का दिनांक
 जन्म का स्थान
 पिता का नाम
 माता का नाम
 पति का नाम
 पति का पेशा
 पति का निवास
 पति का जन्म

राजेश कुमार गुप्ता
 ला. नं. 7/2001
 जे.डी.ए. 5, कनकपुर
 नि. 878, कनकपुर, शाही नगर, कनकपुर

REVISED AFFIDAVIT & ATS



राजस्थान RAJASTHAN

AFFIDAVIT

I, **Nitesh Gupta** S/o Shri **Harendra Nath Gupta** aged, **40 years** duly authorized by the promoters **Mirus Infrastructure Pvt. Ltd.** Reg. office at **9/88, Vidhyadhar Nagar, Jaipur** do hereby solemnly declare, undertake and state as under:-

1. That We have applied for revision of Maps of our project "Mirus Ample" under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development Rules), 2017.
2. That the draft agreement for sale attached with our aforesaid application is based on model draft given as form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That Draft agreement for sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.

DEPONENT

VERIFICATION

I, **Nitesh Gupta** S/o Shri **Harendra Nath Gupta** aged, **40 years** duly authorized by the promoters **Mirus Infrastructure Pvt. Ltd.** Reg. office at **9/88, Vidhyadhar Nagar, Jaipur**, do hereby that the contents in para 1 to 3 of my above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 2 day of DEC 2019

Identified By

ATTESTED

NOTARY PUBLIC
JAIPUR (Raj.) INDIA

DEPONENT

Agreement for Sale

Affix Color
photograph of
Allottee/
First Allottee with
signature across
the photograph

photograph of
the authorized
signatory of
Promoter with
signature across
the photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this
..... day of Two thousand and at

By and Between

[if the promoter is a company]

M/s MIRUS INFRASTRUCTURE PVT LTD, (CIN. U45201RJ2010PTC031667) a private ltd.
Company incorporated under the provisions of the Companies Act, 1956 and having its registered
office at 9/88, Vidhyadhar Nagar, Jaipur, Rajasthan-302039 its PAN is AAGCM6904L
represented by its authorized signatory/Director

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.

For MIRUS INFRASTRUCTURE PVT. LTD.

DIRECTOR

Sample draft for RERA

AND

Mr./Mrs./Ms..... son/ daughter/ wife of Mr.
 aged about years, R/o
 (Aadhar No.....) (PAN)
 (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.

AND

Mr./Mrs./Ms..... son/ daughter/ wife of Mr.
 aged about years, R/o
 (Aadhar No.....) (PAN)
 (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) "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;
 - (c) "Interest Rate" means the interest payable at the rate specified in rule 17 of the rules;
 - (d) "Para" means a Para of this Agreement;
 - (e) "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;
 - (f) "Regulation" means the Regulation made under the Act;
 - (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (h) "Schedule" means the Schedule attached to this Agreement; and
 - (i) "Section" means the section of the Act.

For MIRUS INFRASTRUCTURE PVT. LTD.
 DIRECTOR

Sample draft for RERA

- (j) "Apartments" shall mean a flat/unit in the project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
 - (k) "Common Area and Facilities of the project" shall mean such common area, facilities, equipment and spaces in the project, which are meant for common use of enjoyment of all occupant of the project and more particularly detailed in **schedule-5**
 - (l) "Earnest money" shall be 10% of basic sale consideration of unit
- (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. A Single Patta (Lease Deed for 99 years) dated 11/02/2013, bearing No. 117 was issued by Jaipur Development Authority, in the name of Landmark Constructions (a Partnership Firm) Jaipur in respect of plot no. F-4, Group Housing, Khasra No. 205,206,209 village Sukhiya, Thesil Sanganer, Distt. Jaipur, **Rajasthan** with a total area admeasuring of **1734.72 square meters** (hereinafter referred to as 'Land' and more fully described in the Schedule-I). Which was registered in the office sub-registrar, Sanganer (I) on dated 14.02.2013 in the book no.1, Volume No. 725, Page No. 169, Serial No. 2013051003103 and additional Book No, 1 Volume NO. 2897, Page No. 236 to 244.
- B. M/s Land Mark Constructions (Partnership Firm) Jaipur has sold this land through its Partner Rai Gottom Krishna, to M/s Ajmera Empire Builders & Colonizers Pvt. Ltd. Vide sale deed dated 22.05.2013 and the same has been registered in the office of sub-registrar (IV) Jaipur on dated 24.05.2013, in book No.1, Vol No. 298, Page No. 101, serial No. 2013398004720 and additional block No. 1, Vol No. 1191 Page No. 1 to 21.
- C. In respect of the above sale deed, name transfer letter is issued by Jaipur Development Authority, (JDA) vide letter dated D-2074, on dated 30.05.2013, in favour of M/s Ajmera Empire and Builders and Colonizers Pvt. Ltd.
- D. M/s Ajmera Empire and Builders and Colonizers Pvt. Ltd. Jaipur has sold this Land through its director Manish Ajmera S/o Shri Mohan Lal Ajmera to Mirus Infrastructure Pvt. Ltd. Vide sale deed dated 05/12/2014, and the same has been registered in the office of sub-registrar, Sanganer-(V) Jaipur on dated 09.12.2014, in the book no.1, vol. no. 817, Page No. 148, Serial No. 2013397015692 and additional book no. 1, volume 3267, Page No. 552 to 565.
- E. In respect of above sale deed Name Transfer letter is issued by Jaipur Development Authority "JDA" vide its letter No. D-167, on dated 22.01.2015 in favor of Mirus Infrastructure Pvt. Ltd. Jaipur.
- F. Accordingly, the promoter become the absolute owner of the scheduled land and has legal title to the scheduled land and with legal documents. Further the promoter is in lawful

For MIRUS INFRASTRUCTURE PVT. LTD.

 DIRECTOR

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- R. The airport authority of India has also granted NOC for height clearance for the project vide their letter AAI/NOC/2014/44/5581-5586 dated 23.04.2014
- S. Environmental clearance from the department concerned has been obtained for project **NOT APPLICABLE**.
- T. Public Health & Engineering Department has also given NOC for developing the project. **NOT APPLICABLE**
- U. The Allottee has applied for an apartment in the Project and has been allotted apartment, details of which is defined in **Part II of Schedule 2**, 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 and the floor plan of the apartment is annexed hereto and marked as **Part I of Schedule 2**.
- V. the Promoter has opened a separate account in Branch **Vidhyadhar nagar** of **HDFC Bank** for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- W. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and has applied for allotment and to purchase an Apartment (hereinafter referred to as the 'Unit'), in the Project details of which is as per **part II of schedule 2**. The Allottee agrees to pay amount including application fee (not being more than 10% of the cost of the apartment/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.
- X. the Allottee has applied for a flat in the Project vide application no..... dated..... and has been allotted flat no. having area of square feet as permissible under the applicable law and hereinafter referred to as the "Flat", more particularly described in **part II of schedule 2**;
- Y. 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.
- Z. 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;
- AA. 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 Apartment including parking as specified in para W.

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

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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 Apartment / Plot as specified in para 'X'
- 1.2 The Total Price for the Apartment/ Plot based on the carpet area is as per **part II of schedule 2.**

Explanation:

- i) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax 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// Plot to the allottee and the Project to the Maintenance 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
- ii) 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;
- iii) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring in the Apartment, water line and plumbing, finishing with paint, tiles, doors, windows, as per Terms No.11 etc.
- 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 'W' above, the Promoter has received a booking amount from the Allottee(s). Further Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan as mentioned in **part II of Schedule 2**.
- 1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the said unit 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.
- 1.6 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
 - (ii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with two-wheeler parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an 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 the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.8 The Promoter agrees to pay all outgoings/ 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 outgoings/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 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.

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DIRECTOR

- 1.9 Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the interest 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 Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan in **part II of schedule 2** above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of M/s Mirus Infrastructures Pvt. Ltd. payable at Jaipur.

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 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 Apartment/ 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 lawfully outstanding of the Allottee against the Apartment/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:**

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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 competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot 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 / PLOT:**

7.1 **Schedule for possession of the said Apartment/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 on 20 April 2020 as mentioned in RERA, 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.

- 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

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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 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/ Plot, 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;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (iv) 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;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) 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;
- (vii) 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;
- (viii) 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;

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- (ix) 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;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities as per schedule 5) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xi) 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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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:

For MIRUS INFRASTRUCTURE PVT. LTD.

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

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

- (i) In case the Allottee(s) fails to make payments for 2 (Two) consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 (TWO) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/ PLOT:

The Promoter, on receipt of Total Price of the Apartment/ Plot as per part II of Schedule 2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot 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 favor 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. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of three 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 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.

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12. **GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:**

- 12.1 The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot 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/ Plot, or the staircases, 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/ Plot, and keep the said Apartment/ Plot, 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.
- 12.2 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.

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

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

14. **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

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 payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Jaipur, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-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 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited

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by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

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 Apartment/ Plot/ Building, as the case may be.

17. **RIGHT TO AMEND:**

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

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

19. **WAIVER NOT A LIMITATION TO ENFORCE:**

19.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as laid 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 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 conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case

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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, 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 Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

23. **NOTICES:**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below: -

M/s _____ (Promoter's name)	_____ Allottee(s) name
Address _____	Address _____

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 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:**

For MIRUS INFRASTRUCTURE PVT. LTD.

DIRECTOR

Sample draft for REPA

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.

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:

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.

(Note: - Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

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 at on

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

Sample draft for RERA

(Name) (First-Allottee)	(Name) (Second-Allottee)	(Name) (Third- Allottee)
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Signed and delivered by the within named Promoter in the presence of witnesses at on

PROMOTER

For and on behalf of M/s

Signature

Name

Designation

WITNESSES:

1.

2

Signature

Signature

Name

Name

Address

Address

For MIRUS INFRASTRUCTURE PVT. LTD.
DIRECTOR

Sample draft for RERA

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

1.

Name of Revenue	Sub-Registrar Jaipur
Khasra No	205,206, 209
Area in Sq. Mtrs	1734.72
Village	Sukhiya
Tehsil	Sanganer
District	Jaipur

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

In North	Sector Road 100 Ft. wide
In South	Other land
In East	Other Land
In West	Plot No. F-3
Measuring North to South	
Measuring East to West	

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

In North	26.815551661160836, 75.75723811984062
In South	26.815558842480772, 75.75699672102928
In East	26.815319464904146, 75.75704231858253
In West	26.815367340459918, 75.75735345482826

4. Other details of the location of the Project

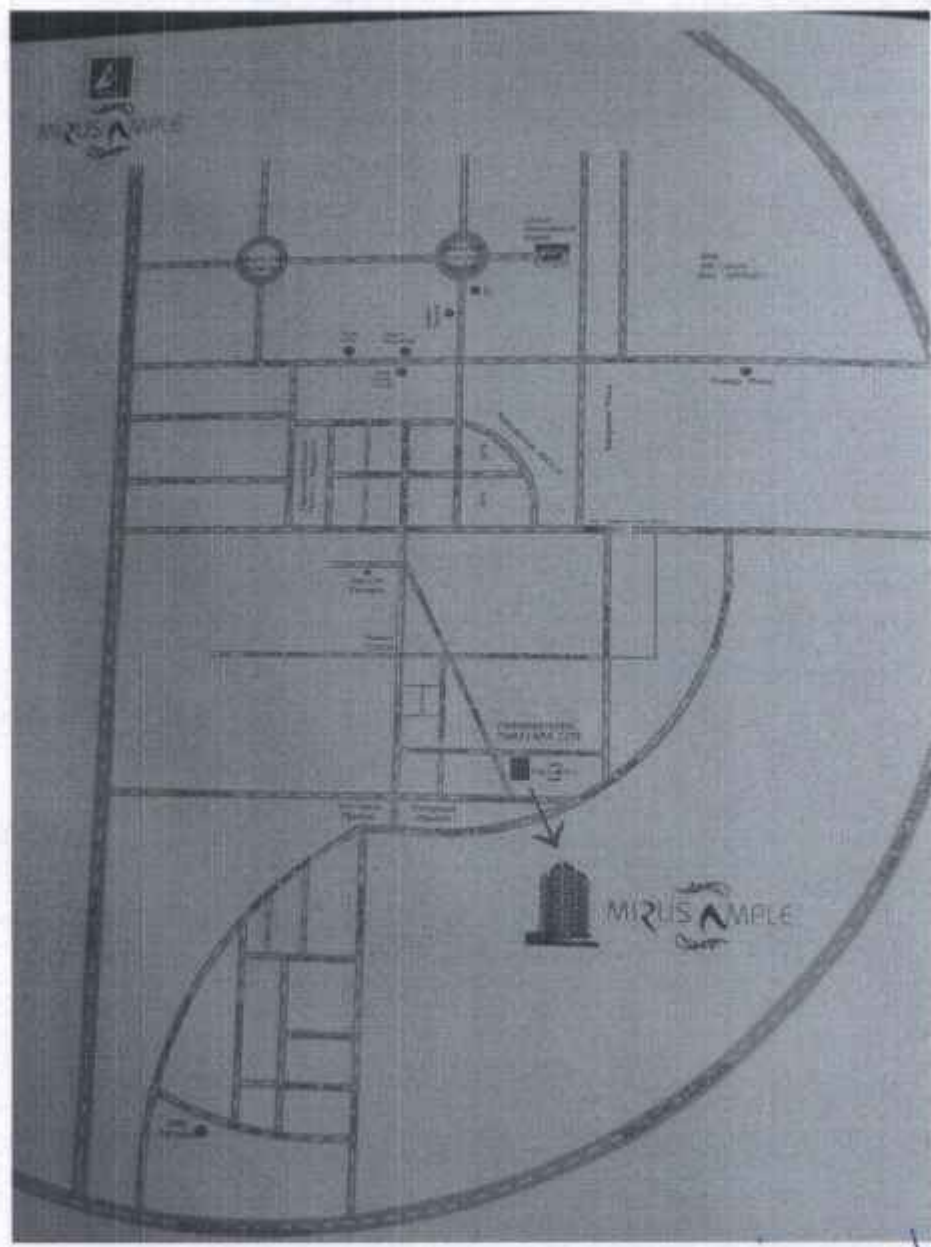
- a. Near Parshvanath Narayana City, Rampura Road, Sanganer, Jaipur.
- b. Near Kesar Circle, Iskon Road, Jaipur

For MIRUS INFRASTRUCTURE PVT. LTD.

DIRECTOR

Sample draft for RERA

5. Location Map



For MIRUS INFRASTRUCTURE PVT. LTD.

DIRECTOR

Sample draft for RERA

SCHEDULE-2
Part I
(Lay-out Plan of the Project)

For MIRUS INFRASTRUCTURE PVT. LTD.

DIRECTOR

Sample draft for RERA

PART- II

Unit NO.....havingbedroomwashroom including a parking

Total price of unit is Rs. _____

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.

PART -III

Stage wise time schedule of completion of said project

S.No.	Stage	Date by which work are to be completed	Details of work to be completed
	Completion of structure of Building		
	Completion of internal/ External Development work		
	Provision for civic infrastructure		
	Finishing		

For MIRUS INFRASTRUCTURE PVT. LTD.

 DIRECTOR

Sample draft for RERA

SCHEDULE-5

(Details of Common Area, Facilities and amenities of the project)

- (i) The Scheduled Land
- (ii) The Stair cases, lifts, staircases and lift lobbies, fire escapes and common entrances and exits of buildings
- (iii) The common basement, open parking areas
- (iv) Installation of services such as electricity, water and sanitation.
- (v) The water tanks, pumps, motors, fan, compressors, ducts and all apparatus connected with installation for common use.
- (vi) All other portion of the project necessary or convenient for its maintenance, safety, etc and in common use.
- (vii) CCTV surveillance for common areas and Cable Wires.
- (viii) Gas Bank
- (ix) Landscape Garden.

For MIRUS INFRASTRUCTURE PVT. LTD.
DIRECTOR

Sample draft for RERA