

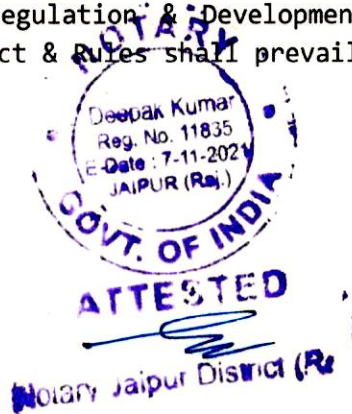


BC 636044

TO WHOMSOEVER IT MAY CONCERN

I, Aadarsh Kothari S/o Laxmi Kant Kothari aged 22 years R/o F-140, Janpath Shyam Nagar, Jaipur-302019, Rajasthan promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Agreement for sale/Builder buyer agreement of my Project Rainbow is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law and rules of the Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case any condition in agreement to sale is in contravention with Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017 in that case provisions of Act & Rules shall prevail.



Thanking You,
Yours Sincerely,

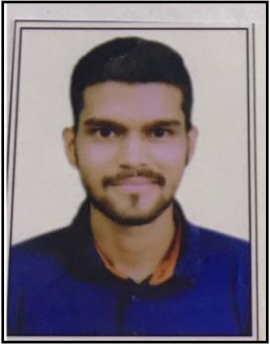
Deponent
FOR PROJECT - RAINBOW

Aadarsh Kothari
(Promoter)

10 APR 2021

AGREEMENT FOR SALE

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



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

By and Between

Mr. **Aadarsh Kothari** (Aadhar No. **6450-1957-5796**) son of **Mr. Laxmikant Kothari** aged about **22** years, R/o **F-140, Jan Path, Shyam Nagar, Jaipur, Rajasthan-302019** its PAN is **FITPK0863B** (hereinafter referred to as the "Promoter", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal successor(s), administrators, executors successors & permitted assignees) of the ONE PART

And

Mr./Mrs./Miss. S/o....., Age 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), administrator(s), executor(s) & permitted assignee(s)].

The Promoter/Ownerand 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 shall have the meaning assigned thereto –
- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016.
 - b) **“Apartment/Flat/Unit”** shall mean a space in the project intended and/or capable of being independently and exclusively occupied, having one or more direct exit to a common area and having a separate number and identity, and refer to all such units or spaces intended to be used for commercial use such as office, shops etc. in any part of the project.
 - c) **“Approved Plans”** shall mean the plans of the project constructed or to be constructed on the scheduled land as defined herein below, as approved by the competent local authority and shall include any variations or amendments therein by such competent authority or Promoter/Owneras per the applicable laws in this regard.

Signature of the Promoter

Signature of the allottee(s)

- d) **“Building”** shall mean the building/tower in the project where the allottee(s) has been allotted the unit(s)/apartment(s).
 - e) **“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 external and internal walls. 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.
 - f) **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under the service shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
 - g) **“Common Area and Facilities”** shall mean the common portions, spaces, equipment’s, services & amenities, which are meant for the common use and enjoyment by all occupiers/residents of the said project and more specifically described in the Schedule–Attached hereto.
 - h) **“Delay Payment Charges”** means the charges that are payable by the allottee(s) to the Promoter/Owner on account of delay in payment of any due amount, charges, instalments etc. Such charges shall be calculated at the interest rate, defined herein below, along with all applicable taxes in this regard.
 - i) **“Earnest Amount”** shall mean 10% of the total price of the unit. The earnest amount can be paid by the allottee(s) in instalments as per the discretion of the promoter/Owner.
 - j) **“Exclusive Balcony Area or Verandah Area”** shall mean the area of the balcony or veranda, 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”** shall mean 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).
 - k) **“Interest Rate”** means the State Bank of India’s 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 the rules.
 - l) **“Residents’ Association/Society/Owners’ Association”** shall mean a society/association formed/to be formed under relevant applicable laws for the time being in force for the maintenance of common area of the project and incidental matters thereto, by the residents/owners of the Flats/units and other concerned individuals in this regard.
 - m) **“Para”** or **“Clause”** shall mean a Para or clause of this agreement.
 - n) **“Project”** shall mean the project comprising of building(s), shops, parking facility, club house etc. constructed/to be constructed upon the scheduled land and named as **“RAINBOW”**.
 - o) **“Regulation”** shall mean the regulations made under the act.
 - p) **“Rules”** shall mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 - q) **“Schedule”** shall mean the schedules attached to this agreement.
 - r) **“Scheduled Land”** shall mean the land more particularly described in the Schedule – Attached hereto.
 - s) **“Section”** shall mean the sections of the act.
- (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 the Rajasthan Municipalities Act, 2009 or any other law for the time being in

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force shall have the same meanings respectively assigned to them in those laws subject to their applicability on the project.

- (3) In this agreement, all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.

WHEREAS THE PROMOTER/OWNER DECLARES THAT:

- A. The Promoter/Owner is a lawful owner and lawful possession of the scheduled land situated at **Plot No. 04 South 05, Suraj Nagar Ext. ----- Jaipur, Rajasthan** with a **total area admeasuring 914.25 Square Meters** and more particularly described in Schedule – A attached hereto.
- B. The A lease deed (JDA PATTA) dated **10/11/2020** was issued by Jaipur Development Authority in favour of the **Mrs. Manju Choudhary & Mrs. Lalita Choudhary** for residential purpose. The said Lease Deed dated **10/11/2020** was registered in the office of Sub-Registrar **Office–VII Jaipur, Vide Regd. No. 202003021109103, and Book No. -1, Volume No. 617, Page No. 13 on dated 13/11/2020, Additional book no. -1, Volume No. 2466, Page No. 228 to 243.**
- C. The **Mrs. Manju Choudhary & Mrs. Lalita Choudhary** were sold this **Plot No. 04 South 05, Suraj Nagar Ext. ----- Jaipur, Rajasthan (total area admeasuring 914.25 Square Meters)** to Promoter/Owner (Mr. Aadarsh Kothari). The sale deed was executed on **03/12/2020** between **Mrs. Manju Choudhary & Mrs. Lalita Choudhary & Mr. Aadarsh Kothari** and registered in the office of Sub-Registrar **Office–VII Jaipur, Vide Regd. No. 202003021110368, and Book No. -1, Volume No. 623, Page No. 78 on dated 14/12/2020, Additional book no. -1, Volume No. 2491, Page No. 589 to 602.**
- D. The said Property (Name Transfer Letter) has been accorded vide Letter no. **JDA/PRN/North II/2021/D-289** dated **24/02/2021** was issued by Jaipur Development Authority in favour of the **Mr. Aadarsh Kothari.**
- E. The scheduled land is earmarked for the purpose of a Residential project under multi-storeyed and having stilt floor + 6 and the said project shall be known as **“RAINBOW”**.
- F. The Promoter/Owner is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Owner regarding the scheduled land on which Project is to be constructed have been completed.
- G. The details of the encumbrances on the scheduled land is as under –
The land is free from any encumbrances as on date.
- H. The Promoter/Owner has planned and is in the process of constructing and developing the project on the scheduled land after getting all necessary permissions/approvals from the concerned competent authorities and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on the scheduled land. The location details of the project are fully described in the Schedule - A.

Signature of the Promoter

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- I. The Project has been registered with the Rajasthan Real Estate Regulatory Authority and the Project Registration Certificate No. is..... This registration is valid up to....., unless renewed/extended by authority.
- J. The details of plan of development works to be executed in the proposed project and the proposed facilities to be provided have been described in Schedule – F attached hereto.
- K. The details of salient features of the project have been provided in Schedule – G attached hereto.
- L. The details of specifications of materials used/to be used in construction of the project have been described in Schedule – H attached hereto.
- M. The stage wise time schedule of completion of the project has been provided in Schedule – I attached hereto.
- N. The following approvals and sanctions have been obtained in respect of the said project –
- i. The Site Layout Plan (JDA PATTA) issued by Jaipur Development Authority, Jaipur. A copy of the same is enclosed herewith as Annexure – I.
 - ii. Approval of the project and permission of building construction as norm of JDA (Stilt+6 floors) has been accorded vide Letter no. **JDA/2020-21/BPAS/293** dated **24/02/2021** by the Jaipur Development Authority, Jaipur.
 - iii. Temporary Fire NOC for the project -not applicable
 - iv. The NOC of Airport Authority of India -not applicable
- O. The Promoter/Owner has opened a separate bank account in HDFC Bank, Nirman Nagar, Jaipur Branch for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section (4) of the Act.
- P. The Allottee(s), being aware of the project and the details given herein about the project made by the Promoter/Owner and/or on visiting the sample flat of an apartment has, after perusal of all relevant documents and his own satisfaction, applied for allotment and to purchase an apartment in the project vide application. The allottee(s) has also deposited a sum of **Rs./-(RupeesOnly){Rs..... /-** by Chq No....., Bank- ,Dated:} as a part of the earnest amount including application fee and agrees to make timely and complete payments of the remaining total price as well as other dues/charges under this agreement as per terms and conditions of this agreement.
- There are different kinds of apartments conceptualized in the project which may not be the same as the sample flat. The Promoter/Owner has already clarified that the sample flat is for representational purposes only.
- Q. The allottee(s) has applied for an apartment in the project and has been allotted **Apartment/Unit No..... on Floor** with the proportionate share in the common area and facilities of the project along with undivided proportionate share in the scheduled land hereinafter referred to as the “Unit/Flat/Apartment” and more particularly described in Schedule – B attached herewith and the floor plan of the apartment and the building is attached as Annexure-II hereto.

Signature of the Promoter

Signature of the allottee(s)

- R. 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.
- S. The assurances/representations made by the Promoter/Owner are embodied in this deed and no other assurances/representations in respects of the said unit/project have been ever communicated in this regard. 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.
- T. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Owner hereby agrees to sell and the allottee(s) hereby agrees to purchase the unit.

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

1. TERMS

- 1.1. Subject to the terms & conditions as detailed in this agreement, the Promoter/Owner hereby agree to sell to the allottee(s) and the allottee(s) hereby agree to purchase and receive the apartment specified in Recital Q hereinabove.
- 1.2. The total Price for the apartment mentioned in Recital Q hereinabove based on the Carpet Area is **Rs...../(In Words Rupees.....only) (Excluding GST)**(hereinafter referred to as the "**Total Price**") and more particularly described in Schedule-C.

Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	

and (if/as applicable)

Parking-1	Price for 1 (in Rs.)
Total price (in Rupees)	

Explanation:

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment as mentioned in Recital Q hereinabove.
- (ii) The Total Price above includes Taxes (consisting of tax paid or

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Signature of the allottee(s)

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.

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas maintenance charges as per Clause 11 hereinbelow and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

1.4. The Promoter/Owner has already received, as earnest amount from the allottee(s), a sum of **Rs. (Rupees Only)** out of the total price of apartment **Rs./-(In Words Rupeesonly)** and the allottee(s) agrees and undertakes to pay the balance amount out of the total price strictly in accordance with the payment plan as described in Schedule-D. Provided that if the allottee(s) delays in payment towards any amount which is payable as per this agreement, he shall be liable to pay delay payment charges in addition with the taxes including service tax/VAT/GST applicable on such delay payment

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charges.

- 1.5. It is agreed that the Promoter/Owner shall have pari-passu charge on the said unit to be acquired by the allottee(s) in respect of any amount liable to be paid by the allottee(s) under the terms and conditions of this agreement and that the allottee(s) shall not transfer, assign, sell or in any way dispose of the said unit or his interest therein without the prior written consent of the promoter/Owner.
- 1.6. It is agreed that the Promoter/Owner shall not make any material addition in the approved plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the apartment without the previous written consent of the allottee(s). However, the Promoter/Owner may send a letter to allottee(s) for the purpose of taking such consent through Registered AD on the address mentioned herein and in case the allottee(s) does not reply to such letter, within one week from the date of dispatch of letter, the same shall be deemed to be a consent of the allottee(s) as required under the act. Such consent/reply must be sent by the allottee(s) to the Promoter/Owner by registered AD only. Provided that the Promoter/Owner and/or the architect may make such minor additions or alterations as they may deem fit and/or required during the course of construction of the project or as may be required by the allottee(s), or such minor changes or alterations as per the provisions of the act.
- 1.7. The Promoter shall confirm the final carpet areas that has been allotted to the Allottee after construction of the building is complete and the occupancy/ completion certificate granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8. Subject to Clause 9.2, the Promoter/Owner agrees and acknowledges that after the registration of the conveyance deed of the unit, the allottee(s) shall have the right to the apartment as mentioned below –
 - i. The allottee(s) shall have exclusive ownership of the apartment.
 - ii. The allottee(s) shall also have undivided proportionate share in the scheduled land and proportionate share in the common areas. Since the share/interest of allottee(s) in the common areas and the scheduled land is indivisible and cannot be divided or separated, the allottee(s) shall use them, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Owner shall handover the common areas to the owner's association after it is duly registered under the competent authorities.
- 1.9. The allottee(s) understands that the project comprises of open and covered parking spaces. For day to day comfort of all residents, the Promoter/Owner or the registered society has earmarked parking space for the exclusive use of each unit. Further, the allottee(s) understands and agrees

Signature of the Promoter

Signature of the allottee(s)

that every allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking. All earmarked parking space along with the unallotted parking space, if any, shall form a part of the common areas and facilities of the project.

- 1.10. **Four-wheeler/Two-wheeler Parking**-covered/open parkingspaces on the Stilt floor has been earmarked for use by the allottee(s).It is agreed between the parties that the exact parking number shall be earmarked after the completion of the project, either by the Promoter/Owneror the resident's association, as the case may be. Provided that the promoter, at its sole discretion, can supersede any designation/earmarkof parking done by the residents' association; and can earmark any other parking number to the allottee(s) at any point of time in future and his decision shall be final and binding upon the allottee(s) and the society. The said parking space and/or number shall be treated as an indivisible part of the unit for all purposes.
- 1.11. The allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the said project. The parking space earmarked to the allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the allottee(s) will be allowed to park vehicles more than the parking space earmarked to him or at anywhere else in the project.
- 1.12. The Promoter/Owneragrees 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 to various competent authorities. If the Promoter/Ownerfails 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/Owneragrees to be liable, even after the transfer of the apartment, 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.
- 1.13. The allottee(s) agrees and understands that except the unit as described in Schedule-B attached hereto, the allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted saleable spaces and limited common areas and facilities in the project. Spaces such as shops, kiosks etc. built in any part of the project are of a saleable nature and thus, such saleable spaces shall remain the exclusive property of the Promoter/Ownerthat shall be free to deal/sell such areas, as per applicable laws.
- 1.14. The Promoter/Ownershall be exclusively entitled to install signage, hoardings, advertisements and/or perform any kind of branding activities for any of its project(s) at any suitable place in the project and the allottee(s)/owner's association shall not have any objection to it.
- 1.15. The allottee(s) hereby agrees and acknowledges that the Promoter/Ownershall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this agreement. Moreover, the allottee(s) acknowledges that the Promoter/Ownerhas provided all the information and clarifications sought by the allottee(s); and that the allottee(s) has relied only upon his own judgment and investigation with respect to the approved plans, location, layout, specifications, government regulations pertaining to the project along with his ability to



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make timely payments before entering into this agreement.

- 1.16. The allottee(s) expressly agrees that the Promoter/Owner shall be solely entitled to claim any/all the refundable amounts deposited by the Promoter/Owner to various competent authorities during the entire course of construction of the project.
- 1.17. The allottee(s) has the right to visit the project site to assess the extent of development of the project and his apartment. The Promoter/Owner discourages such kind of visit by the allottee(s) and his/her family members due to the risks involved at construction site. If at all the allottee(s) decides to visit the site, he/she shall only do so after intimating the Promoter/Owner or his site engineer and after taking due care and proper safety measures at his own responsibility. The Promoter/Owner shall in no way, be held responsible for any accident/mishap involving the allottee(s) and his accompanying persons while visiting the site. Further, the Promoter/Owner strictly prohibits the visit of children at the project construction site.
- 1.18. If case the allottee(s) avails a loan facility from any bank/financial institution towards the purchase of the unit, it shall be the sole responsibility of the allottee(s) to get the loan sanctioned and disbursed in accordance with the payment plan. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the promoter, as per the payment plan, shall be ensured by the allottee(s), failing which the allottee(s) shall be considered under default and delay payment charges will be levied. Provided that the terms and conditions enforced by any such bank/financial institution shall be exclusively applicable on the allottee(s) only.
- 1.19. The parties to this agreement have agreed that all applicable laws shall always be deemed to be in their full knowledge, intimation and well acquaintance and they shall always abide to it.

2. MODE OF PAYMENT

- 2.1. Subject to the terms of the agreement and the Promoter/Owner abiding by the construction milestones, the allottee(s) shall make all payments, on demand by the promoter/Owner, whether by an e-mail or by any other mode, within the stipulated time as mentioned in the payment plan as per Schedule-D through account payee cheque/demand draft/banker's cheque or online payment in favour of **AADARSH KOTHARI** payable at Jaipur. The receipt would be valid only after realization of the said financial instrument and effect of payment in the promoter/Owner's account. However, the date of credit shall be deemed to be the date of payment of instalment by the allottee(s).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1. The allottee(s), if residing 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 other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Owner with such permission, approval which would enable the Promoter/Owner to fulfil

Signature of the Promoter

Signature of the allottee(s)

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 may be liable for any action under FEMA or other laws as applicable, as amended from time to time. The Promoter/Owner accepts no responsibility with regards to matters specified herein above. The allottee(s) shall keep the Promoter/Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee(s), subsequent to the signing of this agreement, it shall be the sole responsibility of the allottee to intimate the same in writing to the promoter/Owners immediately and comply with necessary formalities if any, under the applicable laws.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

The allottee(s) has authorized the Promoter/Owner to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the allottee(s) against the apartment, if any, in his name and the allottee undertakes not to object/demand/direct the Promoter/Owner to adjust his payments in any manner.

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT

The allottee(s) has seen the proposed layout plans, approved plans, specifications, amenities and facilities of the apartment and project and has 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/Owner. The Promoter/Owner 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/Owner undertakes to strictly abide 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 procedure agreed by and between the parties under Clause 1.5 or in the manner as provided under the act.

7. POSSESSION OF THE APARTMENT

- 7.1. Schedule for possession of the said Apartment of Plot – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to

Signature of the Promoter

Signature of the allottee(s)

the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/03/2024, 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/ completion 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/ completion certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy/ completion certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment 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/ completion 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/ completion 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



Signature of the Promoter

Signature of the allottee(s)

handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 7.5. **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

- 7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

Provided that where if the Allottee does not 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/Owner hereby represents and warrants to the allottee(s) as follows:

- (i) The Promoter/Owner 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/Owner has lawful rights and requisite approvals from the competent authorities to carry out the development of the project.
- (iii) There are no encumbrances upon the said land or the project as on date.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land, project or the unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Owner has been and shall, at all times, remain

Signature of the Promoter

Signature of the allottee(s)

to be in compliance with all applicable laws in relation to the project, unit and common areas.

- (vi) The Promoter/Owner has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter/Owner has not entered into any agreement for sale agreement or any other agreement/arrangement with any person or party with respect to the said land, including the project and the said unit which will, in any manner, affect the rights of allottee(s) under this agreement.
- (viii) The Promoter/Owner confirms that the Promoter/Owner is not restricted in any manner whatsoever from selling the said unit to the allottee(s) in the manner contemplated in this agreement.
- (ix) At the time of execution of the conveyance deed, the Promoter/Owner shall handover lawful, vacant, peaceful, physical possession of the unit to the allottee(s).
- (x) The scheduled land 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 scheduled land.
- (xi) The Promoter/Owner 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 (except the taxes mentioned in Clause 7.2 which shall be paid according to the said clause) to the competent authorities till the completion of the project.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Owner in respect of the scheduled land and/or the project.
- (xiii) The Promoter/Owner shall not be responsible towards any third party making payments, remittances on behalf of the allottee(s) and such third party shall not have any right under this agreement and/or in the unit, in any way, and the Promoter/Owner 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 this agreement shall be made only to the allottee(s).

9. EVENTS OF DEFAULT AND CONSEQUENCES

- 9.1. Except to the occurrence of a Force Majeure event, the Promoter/Owner shall be considered under a condition of default, in the following events, namely
 - (i) The Promoter/Owner fails to offer 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 7 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.
 - (ii) Discontinuance of the promoter/Owner'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/Owner under the conditions listed above, allottee(s) is entitled, subject to the condition that there is no default on the

Signature of the Promoter

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part of the allottee(s), to the following –

- (i) Stop making further payments to the Promoter/Owner as demanded by the promoter/Owner. If the allottee(s) stops making payments, the Promoter/Owner 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/Owner shall be liable to refund, subject to the availability of funds, the entire money paid by the allottee(s) under any head whatsoever towards the purchase of the unit, along with interest from the date of such termination within forty-five days of receiving the termination notice. Provided that where an allottee(s) does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter/Owner, interest calculated at the interest rate for the period of delay till the handing over of the possession of the unit, which shall be paid by the Promoter/Owner to the allottee(s) 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 any one or more of the following events:

- (i) In case the allottee(s) fails to make payments for any instalments per the payment plan stated in Schedule - D; the allottee(s) shall be liable to pay delay payment charges on the overdue amounts 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/Owner and ending on date of the payment of such overdue amounts by the allottee(s) to the promoter/Owner.
- (ii) In case of default by allottee(s) under the conditions listed above continues for a period beyond 30 days after notice from the Promoter/Owner in this regard, the Promoter/Owner may terminate this agreement, provided that the Promoter/Owner shall intimate the allottee(s) about such cancellation at least thirty days prior to such cancellation.
- (iii) In case of delay or failure on the part of the allottee(s) to deposit the stamp duty/registration charges, any other amounts due to the Promoter/Owner under this agreement including delay payment charges, if applicable and/or in execution and registration of conveyance deed of the unit and/or taking possession of the unit within the period mentioned in the letter for intimation of possession; the Promoter/Owner shall have the option to terminate this agreement.
- (iv) In case of breach of any other terms & conditions of this agreement on the part of the allottee(s) and/or violation of any of the applicable laws on the part of the allottee(s); the Promoter/Owner shall have the option to terminate this agreement.
- (v) It is expressly agreed between the parties that in case of defaults under Clause 9.2 (iii) and (iv) above, on the part of the allottee(s), till the time the Promoter/Owner exercises the option to terminate this agreement, it shall be entitled to (a) recover delay payment charges as per Clause 9.2 (i); (b) recover maintenance charges from the deemed date of possession; (c) recover holding/safeguarding charges @ 0.1% per month on the total price of the unit; (d) withhold registration of conveyance deed in favour of the allottee(s); and to refuse possession of the unit to the allottee(s) till the payment of amounts mentioned in Clause 9.2 (iii).

Signature of the Promoter

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- (vi) The rights and remedies of the Promoter/Owner under all the above clauses shall be in addition to the other rights and remedies available to the Promoter/Owner under applicable laws, equity and under this agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the Promoter/Owner of its right of charging such delay payment charges or of the other rights mentioned in this agreement.
- 9.4. Upon termination of this agreement by the promoter/Owner, due to the default of the allottee(s) as mentioned in Clause 9.2 hereinabove, the Promoter/Owner shall further be entitled to forfeit the earnest amount, all/any taxes, duties, cess etc. deposited by the Promoter/Owner to the concerned departments/authorities in respect of the unit, all/any penalties and delay payment charges in respect of the unit, the brokerage charges paid by the Promoter/Owner in respect of the unit, as on the date of cancellation, , from the amounts paid by the allottee(s) till such date and the balance amount of money paid by the allottee(s) shall be returned by the Promoter/Owner to the allottee(s) without any interest, from the amounts realized from the such new allottee(s) of the same unit. The allottee(s), upon termination of this agreement, shall not have any lien, right, title, interest or claim in respect of the unit. The Promoter/Owner shall be entitled to sell the unit to any other person or otherwise deal with the unit in any manner whatsoever.
- 9.5. Without prejudice to the rights of the Promoter/Owner under this agreement, the Promoter/Owner shall be entitled to file/initiate appropriate complaint/proceedings against the allottee(s) under the act or any other law for the time being in force for default/breach of any other terms and conditions of this agreement or the provisions of the act/rules/regulations.

10. CONVEYANCE OF THE APARTMENT

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

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

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

11. MAINTENANCE OF THE BUILDING AND APARTMENT

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

Signature of the Promoter

Signature of the allottee(s)

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect as per the legal provisions or any other obligations of the Promoter/Owner as per this agreement relating to such development is brought to the notice of the Promoter/Owner within a period of five years by the allottee(s) from the deemed date of completion or date of issuance of occupancy/ completion certificate whichever is earlier, it shall be the duty of the Promoter/Owner to rectify such defects without further charge, within thirty days, and in the event of promoter/Owner'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. Provided that in case any damage to the unit or the project is caused by the allottee(s) and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damage caused due to Force Majeure; the same shall not be covered under defect liability. Provided further that the allottee(s) understands and expressly agrees that the construction activity, in general, is heterogeneous in nature and any shortcomings inherent to such heterogeneity and including but not limited to unequal contraction or expansion due to temperature variations, nature of joints between concrete and masonry, pervious nature of concrete and plastered masonry etc. shall not be termed as structural defects or defects in workmanship or quality of construction. Both the parties agree that in an event of disagreement over the nature/cause of any defect as mentioned herein above, the same shall be referred to the architect, whose report and decision shall be final and binding.

The allottee(s) shall, without prejudice to any other rights of the promoter/Owner, agrees to indemnify and keep fully indemnified, hold harmless, and defend the promoter/Owner, 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/Owner or which the Promoter/Owner 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 the 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 on the part of the Promoter/Owner and/or (v) due to failure of the allottee(s) to execute and deliver this agreement to the Promoter/Owner 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/Owner due to any default/delay on the part of the allottee(s).

The parties acknowledge that the foregoing indemnities shall survive the termination of this agreement.

The indemnification rights of the Promoter/Owner under this clause shall be in addition to any other rights and remedies available to the Promoter/Owner under applicable laws, equity and this agreement.



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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/Owner may have, the Promoter/Owner 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/Owner may have under law or in equity or pursuant thereto.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The promoter/Owner association shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the representatives of the promoter/Owner/owner's association to enter into the apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

The service areas, as located within the project, shall be earmarked for purposes such as parking spaces, common facilities 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's etc. and other permitted uses as per sanctioned plans. The allottee(s) shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the common facilities, and the same shall be reserved for use by the owner's association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 15.1. The allottee(s) shall, after taking possession, be solely responsible to maintain the said apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building/apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said apartment and keep the said apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2. The allottee(s) further undertakes, assures and guarantees that he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the project or building therein or common areas. The allottee(s) also not change the colour 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 apartment or place any heavy material in the common passages or staircase of the building. The allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or RCC structure in the unit and shall also not remove any wall, including the outer and load wall of the apartment.

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That all fixtures and fittings including but limited to air conditioners, coolers etc. shall be installed by the allottee(s) at places earmarked or approved by the promoter/Owner/owners' association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter/Owner or the owners' association, as the case may be, to enter the unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expenses of the allottee(s).

The allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/lawns/rooftop/terrace under his use.

It is in the interest of the allottee(s) to help the owners' association in effectively keeping the unit and/or the project secured in all ways. For the purpose of security, the owners' association would be free to restrict and regulate the entry of visitors into the building/project.

The allottee(s) shall not use the unit for any other purpose other than as set out under this agreement nor shall 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.

The allottee(s) shall not throw dirt, rubbish, rags, garbage, water etc. or permit the same to be thrown from the unit in the compound or any portion of the project/scheduled land and the building.

The 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 or lead to increase in premium payable in respect of the insurance of the building/project and/or the unit.

The allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter/Owner and thereafter the owner's association and/or maintenance agency appointed by the owner's association. The allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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/Owner/owners' association, which shall permit the same subject to appropriate conditions.

That After handing over of the said project, it shall be the responsibility of the owners' association for obtaining/renewal of insurance for the project and pay insurance premiums.

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 unit/building/project shall be applicable to and enforceable against any and all occupants, tenants, licenses and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s), as the said obligations go along the unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s) in the unit is permissive or hostile.



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The Promoter/Ownerhas made provisions for separate overhead and underground water tank for storage of water as per the requirement assessed by the architect. The allottee(s) shall bear the proportionate charges for potable water procured from municipality, Bisalpur line, and water works department and/or from any outside vendor in case of any shortfall.

The Promoter/Ownerhas also made provision of a septic tank for removal of waste water from the project. The allottee(s) shall bear the proportionate cost of connecting the project to the sewerage network as and when it is developed by the competent authorities. Till such time, the proportionate cost for removal of waste water by any third party shall be borne by the allottee(s).

The Promoter/Ownershall be exclusively entitled to install signage, hoardings, advertisements and/or perform any kind of branding activities for any of its project(s) at any suitable place in the project and the allottee(s)/owner’s association shall not have any objection to it.

If the allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only if local laws permit so in future. The allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges etc.

The allottee(s) shall neither use the unit for any purposes other than as approved by the competent authority and nor shall use the same for any other purpose which may or is likely to cause nuisance or annoyance to others or for any illegal or immoral purpose.

In all the matters not hereby specifically provided, the decision of the Promoter/Ownershall be final and binding upon the allottee(s)/owners’ association if there arises any dispute amongst various space owners with respect to any matter relating to the use of common amenities, services and facilities in the said building/project or generally in relation to the matters of upkeep and maintenance of the building/project.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The parties are entering into this agreement for the allotment of the unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS

The Promoter/Ownerundertakes 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 or subsequent sanctions accorded by the competent authority.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

Without affecting the rights and interest of the allottee(s) in respect of the unit under this agreement, in case the Promoter/Ownerraises 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

Signature of the Promoter

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said 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 the conveyance deed of the unit. For the purpose of the same, the Promoter/Owner shall provide NOCs etc. as may be required by the allottee(s).

19. BINDING EFFECT

Forwarding this agreement to the allottee(s) by the Promoter/Owner does not create a binding obligation on the part of the Promoter/Owner 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/Owner. If the allottee(s) fails to execute and deliver to the Promoter/Owner 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/Owner, then the Promoter/Owner 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 may be cancelled, at the sole discretion of the Promoter/Owner and the Promoter/Owner may be entitled to forfeit the earnest amount as deposited till the date of cancellation.

20. ENTIRE AGREEMENT

This agreement, along with its schedules and annexure, 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, MOU, correspondences, arrangements, whether written or oral, if any, between the parties in regard to the said unit.

21. RIGHT TO AMEND

This agreement may only be amended through written consent of the parties.

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

23. WAIVER NOT A LIMITATION TO ENFORCE

- 23.1. The Promoter/Owner may, at its sole option and discretion, without prejudice to its rights as laid out in this agreement, waive the breach by the allottee(s) in not making payments as per the payment plan mentioned in this agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee(s) that exercise of discretion by

Signature of the Promoter

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

- 23.2. 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. Provided that any waiver, as given by the promoter/Owner, may be revoked at the sole discretion of the promoter/Owner, if the allottee(s) commits any subsequent and/or repeated defaults. Accordingly, any waiver given by any party shall be in written form.

24. 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.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT

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

26. 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.

27. PLACES OF EXECUTION

The execution of this agreement shall be completed only upon its execution by the Promoter/Owner through its authorized signatory at the promoter/Owner's office, or at some other place, as decided by the promoter/Owner. After the agreement is duly executed by the allottee(s) and the Promoter/Owner 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.

28. NOTICES

All the notices to be served on the allottee(s) and the Promoter/Owner as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee(s) or the Promoter/Owner either by registered AD post or speed post at their respective addresses specified below –

Signature of the Promoter

Signature of the allottee(s)

Mr. Aadarsh Kothari PROJECT (Promoter/Owner's Name)	Mr./Mrs./Miss..... (Allottee(s) name)
Address:- F-140, Jan Path, Shyam Nagar,Jaipur, Rajasthan-302020	Address:-R/o

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 postal address and e-mail 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/Owneror the allottee(s), as the case may be.Provided that the allottee(s) agrees to receive the promoter/Owner’s requests for payments as per the payment plan through e-mail. Such e-mail sent on the e-mail address mentioned above shall be deemed to be a duly served notice/intimation and the allottee(s) shall be bound to act upon it within the time and manner specified therein.

29. JOINT ALLOTTEE

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

30. SAVINGS

Any application, letter, allotment letter or any other document signed by the allottee(s), in respect of the apartment prior to the execution and registration of the agreement for sale for such apartment shall not be construed to limit the rights and interests of the allottee(s) or the Promoter/Ownerunder the agreement for sale, under the act, the rules or the regulations made thereunder.

31. 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.

32. 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 shall be referred to the decision of a sole arbitrator in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force & that the seat of arbitration shall be at Jaipur. On failure of all measures mentioned herein before, the dispute shall be settled in the manner as provided under the act.



Signature of the Promoter

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this agreement for sale with their free consent 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 two witnesses (details are mentioned in the witness table)

Signature: Name: (First- Mr./Mrs./Miss.)	photograph (First - Allottee)
Signature: Name: (First- Mr./Mrs./Miss.)	photograph (Second- Allottee)

Signed and delivered by the within named Promoter/Ownerin the presence of witnesses at Jaipuron

PROMOTER/OWNER	
Name Mr. Aadarsh Kothari	
Signature 	
Designation– Owner	
WITNESSES 1	WITNESSES 2
Signature	Signature
Name	Name
Address	Address

Schedule – A
(Description of Scheduled Land)

Name of Revenue village and Tehsil	Plot No.	Area (in meters)
Suraj Nagar Ext. ----- Jaipur, Rajasthan	04 South 05	914.25 Square Meters

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

In North : Plot No.04
In South : Plot No.13
In East:Road 40 Feet wide
In West :Other Land



Signature of the Promoter

Signature of the allottee(s)

And measuring
North to South 93’6” (East Side) &93’ 6” (West side)
East to West 102’ 6”(North Side) & 108’ (South side)

3- Latitude/ Longitude of the end points of the Project
In North -----
In South -----
In East -----
In West -----

4- Other details of the location of the Project: Near Ajmer road.

5- Location Map



Schedule – B
(Description of the Unit)

- 1. Unit/Apartment No.
- 2. Floor –
- 3. Type –
- 4. Carpet Area -
- 5. Built up Area –

Note –

- a) The allottee(s) shall be entitled to the exclusive use of parking for parking a medium sized one or two-wheeler(s). However, exact parking number will be earmarked at the time of possession of the unit.
- b) Prior to the enactment of the Real Estate (Regulation & Development) Act, immovable properties were generally sold on the basis of Super Built up Area. It is now very difficult for the allottee(s) to compare the units sold on Super Built up Area (SBUA) and the units being sold on Carpet Area basis. Therefore, for the purpose of making it easier to compare with the properties sold before the applicability of the Real Estate (Regulation & Development) Act, Super Built up Area has been provided. Super Built up Area has no

Signature of the Promoter

Signature of the allottee(s)

commercial bearing. The total price of the unit is dependent on the Carpet Area and is not dependent on Super Built up Area of the unit.

Schedule – C
(Total Basic Price of the Unit)

<u>Sr. No.</u>	<u>Payment towards</u>	<u>Amount (INR)</u>
1.	Basic Sale Price of the Unit(Which includes carpet area, Exclusive balcony area, proportionate common area)	Rs.....
2.	GST	
<u>Total Price of the Unit</u>		Rs.....

Total price of the unit is Rs. (In Words Rupeesonly)(Excluding GST)

Note –

- a) In addition to the total basic price, the allottee(s) agrees to pay –
- i. One year upfront maintenance charges @ Rs. 20,000/- (In Words Rupees Twenty Thousand only) on Built up Area.
 - ii. Interest free maintenance deposit to be decided by Society / Builder in future. On SUBA (To be decided by Society / Builder in future) on Built up Area.
 - iii. All taxes and cesses, including but not limited to Value Added Tax, Service Tax/GST and cess or any similar or other taxes which may be levied by any competent authority/state and/or central government.
 - iv. Stamp duty, registration charges, legal charges or any other charges applicable at the time of registration of this agreement and sale deed of the unit.
 - v. Society registration fees, society membership fees, charges towards government water supply such as Bisalpur etc., charges for electricity connection payable to JVVNL, and proportionate charges for any additional capital goods and/or infrastructure development, except for the amenities/facilities/proposed development that have already been mentioned herein, and may be required to be installed/developed during the timeline of project construction or at any time in future hereafter, in accordance with any government norms or for the common use and enjoyment of all the allottee(s).

Schedule – D
(Payment Schedule)

Stage of Development	Percentage of the Total Price
Earnest Amount at the time of booking	10%
On starting of Foundation work	15%
On casting of First Floor slab	15%
On casting of Fourth Floor slab	15%
On casting of Sixth Floor slab	15%
On completion of Brickwork & plaster work within the unit	10%
On completion of within the unit	20%

Signature of the Promoter

Signature of the allottee(s)

Note –

- a) All amounts payable by the allottee(s) to the Promoter/Owner as per the above payment plan shall be paid within 7 days of the demand being raised by the promoter/Owner.
- b) Amount reflected above is exclusive of Service Tax/VAT/GST, interest, delay payment charges and all other charges as specified in note (a) under Schedule – C.
- c) The payment plan can vary as per the mutual discussion between the parties.

Schedule – E

(Details of Common Areas, Facilities and Amenities in the project)

1. Such corridors, paths, common terraces not earmarked as limited common area and facilities, passages, staircases, water closet and other water and electrical arrangements etc. as set apart by the Promoter/Owner for common use.
2. Drainage and sewerage water mains, manholes etc.
4. All electrical wiring, cable, panels, meters & fittings excluding only those as are installed with the exclusive area of any apartment and/or exclusively reserved for any specific apartment.
5. Water pipes and other common plumbing installations from submersible pump to the underground and overhead water tanks & from overhead water tanks to the common toilets and common water connections.
6. Submersible pump or pumps with control panel.
7. Lights and electric fittings installed for common purposes.
8. Common toilets.
9. Lifts, D.G. Set, transformer, RMU and other capital goods & electrical equipment's.
10. Fire Fighting Equipment's and Pipes.
11. Security guard room and boundary walls.
12. Any other services/amenities/arrangements/infrastructure or capital goods etc. made or installed in future, for the common benefits of the allottee(s) of the Building.



Signature of the Promoter

Signature of the allottee(s)

Schedule – F

(Plan of development works to be undertaken)

The Promoter/Owner has conceived a detail plan of following development works to be developed in the project –

1. Fire-fighting Facilities – Fire-fighting equipment's/facilities will be provided in the project as per the NBC guidelines.
2. Water Supply – The Government of Rajasthan has made a policy for supply of water in multi-storey buildings. As and when it is implemented, the owners' association of the project will take water connection. Till such time, underground water will be used for drinking and other purposes. Underground and overhead water tanks have been provided for adequate storage.
3. Emergency Evacuation Services – It will be provided in the project as per the appropriate width according to NBC guidelines.
4. Electrical Supply – RMU, Transformer, and DG set for power backup in common areas and electric panel has been installed in the project. Electricity will be supplied by JVVNL.
5. Rain Water Harvesting – Water from all the open areas including terrace shall be collected through designed storm water drainage system, which shall recharge the ground water as per norms.

Schedule – G

(Salient features of the project)

The salient features of the project include –

1. Earthquake resistant RCC frame structure
2. Fire-fighting system and emergency exit provision through an extra staircase
3. DTH provision for Satellite TV
4. Rainwater harvesting system
5. Automatic elevators

Schedule – H

(Specification of materials to be used)

All ISI marked/standard marked products (easily available) shall be used in construction.

Schedule – I

(Stage wise time schedule for completion of the project subject to force majeure)

Sr. No.	Stage	Date by which the works are to be completed	Details of the work to be completed
1.	Completion of structure of the building	30/09/2022	Foundation and RCC structure of the building
2.	Completion of internal and external development works	30/06/2023	Brickwork, Internal & External Plaster, Tiles work, POP work, Door shutters and window fixing, Electrical wiring and fittings, Internal & External paint work, Fire-fighting, Lift installation.
3.	Finishing	31/03/2024	Final finishing and hand over.

Signature of the Promoter

Signature of the allottee(s)

Annexure – I
(Site Layout Plan)



Signature of the Promoter

Signature of the allottee(s)

Annexure – II
(Plan of the apartment)



Signature of the Promoter

Signature of the allottee(s)

Floor Plan Of Flat



Signature of the Promoter

Signature of the allottee(s)