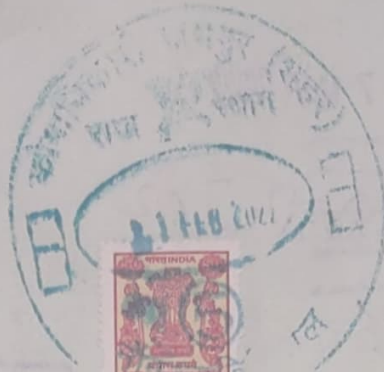


Affidavit

I, Ajay Gupta, Son of Nand Kishore Gupta aged 42 years R/o C-9 Barwada house colony, Ajmer Road, Jaipur, Rajasthan, 302006 duly authorized by the promoter, M/s Shree Brahmdev Realestate, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Pink Walk" Situated at B/C-9 and B/C-10, Central Spine, Jagatpura, Jaipur (Raj.) 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 the 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.
4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.
5. That if any contradiction arises in the future, the promoter will be responsible for it.

For Shree Brahmdev Realestate

Deponent Authorised Signatory

Verification

I, Ajay Gupta, Son of Nand Kishore Gupta aged 42 years R/o C-9 Barwada house colony, Ajmer Road, Jaipur, Rajasthan, 302006 do hereby that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at JAIPUR on this 10 day of MARCH 2022.



Deponent Authorised Signatory

Affix Color
photograph of
Allottee/ First
Allottee with
signature

Form G

(see rule 9)

Affix Color
photograph of
Allottee/ First
Allottee with
signature

Agreement for Sale

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed at _____ on this _____ day of _____ by and between:

I. Parties to this Agreement:

M/s Shree Brahmdev Real Estate a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at 6th floor, Apex Mall, Lalkothi, Tonk Road, Jaipur, Rajasthan-302015 and its PAN is AEQFS5851. Represented by its authorised partner _____ (Aadhar No. _____) duly authorized vide authority letter dated _____ passed and signed by all the partners constituting the firm, (hereinafter referred to as the "Promoter"), 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 including those of the respective partners of the **ONE PART..**

AND

[if the allottee is an individual]

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 the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees) of the **OTHER PART.**

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

For Shree Brahmdev Realestate

Authorised Signatory

vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the **OTHER PART**.

Or

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / having its registered office atand its PAN is..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees) of the **OTHER PART**.

Or

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....) son/daughter/wife of aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee, him and each of the members constituting the HUF, their Heirs, 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**".

1. **INTERPRETATIONS/ DEFINITIONS:**

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/Unit" "apartment" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any

For Shree Brahmddev Real Estate

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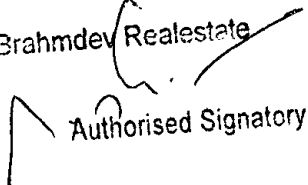
other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;

- c) "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, Jaipur Development Act, 1959, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including 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 applicable to the development/ construction/ sale of the said Project;
- d) "Approved Plans" shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is to be developed along with any/all variations/amendments/changes to be made by the Promoter as per the Applicable Laws and provisions of the Act, rules and regulations thereon;
- e) "Association of Allottees (AOA)/ Maintenance Society" shall mean and include the Maintenance Society, Association of Apartment Owners, by whatever name called, of the allottees of the units in the said Project, which shall be formed or to be formed by the owners as per the applicable laws;
- f) "Authority" shall mean the Real Estate Regulatory Authority;
- g) "Built-up area" means the sum of area of the Unit. It shall include area encompassed within the walls of Unit, all balconies, whether covered or uncovered, 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;
- h) "Building" shall mean the structure/building in the said project where the Allottee(s) has been allotted his "Apartment/Unit" for Commercial purpose with separate identified/ demarcated entry;
- i) "Carpet Area" means the net usable floor area of a unit, 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 Unit. 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 a unit, 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 a unit, meant for the exclusive use of the allottee(s);

For Shree Brahmddev Realestate

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- j) "Common Areas and Facilities of the said Project" shall mean such common areas, facilities, equipments and spaces which are to be developed within the Said Project and more particularly detailed in the Schedule-10 attached hereto;
- k) "Completion Certificate" means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- l) "Earnest Money/Booking amount" shall mean 10% of Total Sale Price as mentioned in Schedule-1 .;
- m) "Interest Rate" means the rate of Interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be State Bank of India Highest Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules;
- n) "Limited Common Area of the Project" means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any unit as reserved for use of certain unit or units to the exclusion of the other units. If any Covered Parking, Open Space Parking, Roof/Terrace, Storages or any other area or portion are earmarked for a particular unit(s) by the Promoter then it shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that unit to the exclusion of other allottees;
- o) "Maintenance Agency" shall mean a company, firm, or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project;
- p) "Para" means a Para of this Agreement;
- q) "Project" shall mean the project, being constructed and developed on the project land and named as "Pink Walk" comprising of units along with common areas and facilities, parking, open spaces, all improvements and structures thereon and all easements, right and appurtenances belongings thereto for commercial purposes only;
- r) "Project Land" shall mean land situated at Plots No. B/C-9 and B/C-10, Central Spine, Jagatpura, Jaipur (Raj.) admeasuring 17471.85 Sq. Mt., on which the Said Project is being developed and more fully described in Schedule-1 Part A;
- s) "Proportionate Share" with reference to common expenses means that proportion of the common expenses which is payable by the Allottee for the maintenance of the said project;
- t) "Regulation" means the Regulation made under the Act as amended from time to time;
- u) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- v) "Schedule" means the Schedule attached to this Agreement.
- w) "Section" means the section(s) of the Act.

For Shree Brahmddev Realestate

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2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Promoter is in lawful possession of the land situated at Plots No. B/C-9 and B/C-10, Central Spine, Jagatpura, Jaipur (Raj.) with a total area admeasuring of 17471.85 Square Meters (hereinafter referred to as "Project land/land" and more fully described in the Schedule-1 Part A)
- B. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. M/s Sital Builders Private Limited purchased Plot No. B/C-9 vide Lease Deed dated 23/09/2013, which was registered on 27/09/2013 with the office of the Sub-Registrar, Jaipur, in Book No.1, Volume No 785, at Page No 134 under serial number 2013051015058 (later on dimensions of the plot no. B/C-9 was changed by the JDA and same was incorporated in revised plan. A Supplementary / Addendum lease deed along with revised site plan was also executed on 27.9.2021 by the JDA and the same was also registered with the Sub Registrar Jaipur on 6.8.2021 and became the part and parcel of the original registered lease deed) and Plot no. B/C-10 vide Lease Deed dated 26/06/2014 registered on 10/12/2014 with the office of the Sub-Registrar, Jaipur, in Book No.1, volume No 863 , at Page No 74 under serial number 2014051012184. Thereafter M/s Shiv Sital Builders Private Limited entered into a Partnership vide a Partnership deed dated 01.11.2021 with Smt. Veena Singh Rajawat, and thereby created a Partnership Firm in the name and style of M/s Shree Brahmadev Realestate. Later on vide Deed dated 25.11.2021 Mr. Nand Kishore Gupta, Mr. Vinod Kumar Goyal and Mr. Rambabu Agarwal was also inducted as Partners of the firm. Thus Promoter has a legal title to the Land.
- C. The Project land has been earmarked for the purpose of Mixed Project comprising of various Studio Apartments, Shops, Kiosks, offices, theatres, resto etc. along with, Common Areas and Facilities on the said project land and the said Project shall be known as "Pink Walk".
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said project land on which the said Project is to be constructed have been completed.
- E. The Authority has granted the commencement certificate to develop the Project vide its approval number dated
- F. The Project Land is free from all encumbrances.
- G. The Promoter has conceived planned and is in the process of constructing and developing the Project known as "Pink Walk" upon the Project Land after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprising of apartments and includes the common areas, the development works, all improvements and structures thereon, and all easements,

For Shree Brahmdev Realestate

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rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 17471.85 sq.mtr square meters situated at Plots No. B/C-9 and B/C-10, Central Spine, Jagatpura, Jaipur (Rajasthan). The location details of the Project are fully described in the Schedule 1 Part A.

- H. The Project has been registered with the Real Estate Regulatory Authority on (date) and the Project Registration Certificate No. is RAJ/P/____/____. This registration is valid for a period of ____ years (apprx.) commencing from _____ and ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.rera.rajasthan.gov.in) of the Authority.
- I. The Site Plan / Layout Plan of the said Project has been sanctioned by the Jaipur Development Authority vide its Letter Nodated A copy of the Site Layout Plan is specifically mentioned in **Schedule-2**.
- J. Approval of Specifications of the Said Project and permission of building construction up to ____ meters height under the relevant legal provisions has been accorded vide Letter No.dated by the Jaipur Development Authority. The Specifications of the Project are specifically mentioned in **Schedule 3**.
- The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- K. The details of Floor plan of the Apartments is given in Schedule-4.
- L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are specifically mentioned in **Schedule 5**.
- M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are specifically mentioned in Schedule 6.
- N. The details of other external development works to be taken for the Project are specifically mentioned in **Schedule 7**.
- O. The details of specifications of material used in construction are specifically mentioned in **Schedule 8**.
- P. The stage wise time-schedule of completion of the Project thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is specifically mentioned in **Schedule 9**.
- Q. Fire NOC for the Project:_____;
- R. NOC from The Airport Authority of India is not applicable on the said project;
- S. Environmental Clearance for the Project has been applied by the Promoter ;

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- T. NOC from Public Health & Engineering Department is not applicable on the said project;
- U. The Promoter has opened a separate account in**branch** of Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of Section 4.
- V. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the Project Land and after carrying out independent due diligence on its own had applied for allotment and to purchase a Unit. The allottee(s) has also deposited a sum mentioned in Schedule I as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the unit 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.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest calculated at Interest Rate for the period of delay.

- W. The Promoter has made full and true disclosure of the title of the said project. The Promoter has also disclosed to the Allottee(s) nature of its right, title and interest or right to construct said project. Promoter has given inspection to the Allottee(s), of all the documents of title relating to the said Project and also the plans, designs and specifications of the said project prepared by the Architect and of such other document as are specified under the Act, rules and regulations made there under and the Allottee(s) after inspecting all the documents, plans, specifications, location details, etc. in respect of the Project Land has satisfied himself. The Allottee(s) has understood all limitations and obligations of the Promoter in respect thereof.
- X. The Promoter herein has requested to the Allottee(s) to carry out independent search by appointing their own attorney/advocate and to ask queries regarding the marketable title, rights and authorities of the Promoter.
- Y. The Allottee(s) has satisfied himself in respect of marketable title, authorities, all the facts and rights of the Promoter as described in this Agreement. The Allottee(s) hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said project land and to enter into this Agreement. At any stage during the implementation of the scheme, the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said project land and said project to be constructed without affecting the rights granted in favor of the Allottee(s) in respect of the Unit agreed to be purchased by him as per the terms of this Agreement.
- Z. That the Allottee(s) understands that the Promoter is undertaking this Project as per the Applicable Laws, notifications, rules and regulations applicable to the said project land and also understands the limitations and obligations of the Promoter in respect of it.

For Shree Brahmedev Realestate
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AA. The Allottee(s) has applied for the Unit in the Project mentioned in Schedule I Part B and has been allotted said unit along with the right use of parking as permissible under the Applicable Law and of pro rata share in the Common Areas and Facilities as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "**Unit**" more particularly described in **Schedule 1 Part B** and the floor plan of the Unit is annexed hereto and marked as **Schedule 4**.

BB. 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 Said Project.

CC. 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;

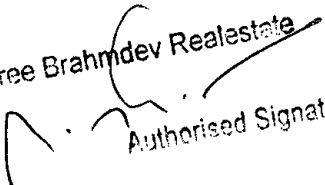
DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit.

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/Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Unit

1.2. The Total Price for the Apartment/Plot based on the carpet area is Rs..... (in words Rupees..... only) ("Total Price")
(Give break-up and description):-

For Shree Brahmdev Realestate

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Block/Building/Tower no..... Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of Apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable.

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2 (in Rs.)
Total price (in Rupees)	

OR and (if/as applicable)

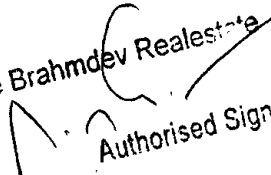
Plot No. Type Location	Rate of Apartment per square feet*
Total price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of Apartment, proportionate cost of common areas, taxes, maintenance charges as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2 (in Rs.)
Total price (in Rupees)	

Explanation:

For Shree Brahmddev Realestate

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

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

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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as
stated in (i) above and the Allottee(s) shall make payment 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/ Plot includes price of land, construction of, not only
the Apartment but also, the common areas, internal development charges,
external development charges, taxes, cost of providing electric wiring, electrical
connectivity to the Apartment, lift, water line and plumbing, finishing with paint,
marbles, tiles, doors, windows, fire detection and firefighting equipment in the
common areas, maintenance charges as per Terms No.11 etc. and includes cost
for providing all other facilities, amenities and specification to be provided within
the Apartment/ Plot and the Project.

1.3. The Total Price above includes the booking amount paid by the Allottee to the
Promoter towards the Unit.

1.4. The Total Price above includes Taxes (consisting of tax paid or payable by the
Promoter by way of GST, 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

For Shree Brahmdev Real Estate
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Unit to the Allottee and the Project to the Maintenance Society 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;

- 1.5. All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges, Upfront advance maintenance charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.
- 1.6. The Promoter shall periodically intimate to the Allottee(s) through E-Mail /written Notice by Registered AD the amount payable as stated in Schedule 1 Part B and be paid in the manner provided in Schedule 1 Part C hereunder 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.
- 1.7. The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the 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 the 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. The Total Price of Unit(s) includes price of land, construction of, not only the Unit but also, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing,

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doors, windows in the Unit(s) common areas and includes cost for providing all other facilities, amenities and specification agreed to be provided within the said Project.

- 1.9. 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/ 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 of any development charges after the expiry of the scheduled date of completion of the Said 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(s).

- 1.10. 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 in respect of the Unit without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees.

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.

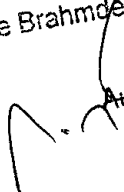
Further in this respect allottee hereby agrees and gives his irrevocable consent for any revision, alterations/modification or additions in the sanctioned plans, layout plans and specifications of the project as required under Section 14 of the Real Estate (Regulation and development) Act, 2016 and will not raise any dispute/ demand/ claim against the such revision, alteration and modification.

- 1.11. The Allottee(s) hereby agrees and understands that except the Unit as described in schedule attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted spaces/ areas in the Project Land and such un-allotted spaces shall remain the exclusive property of the Promoter which it shall be free to deal with in accordance with applicable laws.

The Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee shall have the right to the Unit as mentioned below:

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- i. The Allottee(s) shall have exclusive ownership of the Unit;
The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities on the said Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities on the Project Land to the Association of Allottee(s) after completion of the Project as per the provisions of Act;
 - ii. The Allottee has the right to visit the Project site to assess the extent of development of the said Project and his Unit. The Promoter discourages such kind of visit by the Allottee and his/her family members due to the risks involved at construction site. If at all the Allottee decides to visit the site, he/she shall only do so after intimating the Promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee and his accompanying persons while visiting the site. Further, the Promoter strictly prohibits the visit of children at the Project construction site.
- 1.12. The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the 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 for him or anywhere else in the Project. Further the Allottee(s) agrees that the Promoter or the Association of Apartment Owners reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Project, in case the Allottee(s) has been allotted one parking space only.
- 1.13. The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. 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 Unit 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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- 1.14. The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.
- 1.15. 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.

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 as per **Schedule 1 Part C** through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of _____ payable at _____.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, the Promoter may demand for an administrative handling charge of Rs.....

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

- 3.1. 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 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(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.
- 3.2. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter 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(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the Applicable Laws.

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- 3.3. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only and in case of cancellation by any such allottee, refund in terms of this Agreement shall be made only to allottee.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

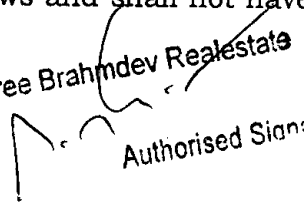
It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

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 has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit 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/

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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 UNIT:

- 7.1. **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.12.2028 , 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.

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- 7.3. **Failure of Allottee to take possession of Apartment** - Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4. **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:
Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.5. **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.
- 7.6. **Compensation** - The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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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 dealy, 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:

- 8.1. The Promoter has absolute, clear and marketable title with respect to the Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- 8.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- 8.3. Except those mentioned in this Agreement, there are no encumbrances upon the Project Land or the Said Project.
- 8.4. There are no litigations pending before any Court of law with respect to the Project Land, Said Project or the Unit.
- 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project 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 all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of the Said Project.
- 8.6. 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.
- 8.7. The Promoter has 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 Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- 8.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.

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- 8.9. 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 and Facilities of the Said Project to the Owners Association.
- 8.10. The Project 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 Project Land.
- 8.11. 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 Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Owners Association. However, notwithstanding the forgoing, the Allottee(s) shall be liable to pay all taxes, duties, etc. in respect of the Unit from the date of offer of possession of Unit.
- 8.12. 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 in respect of the Project Land and/or the Said 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:-
- 9.1.1. The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in this Agreement as per clause no. 7.1 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 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 Completion Certificate, as the case may be, has been issued by the competent authority;
- 9.1.2. 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 and subject to the condition that there is no default on part of Allottee, Allottee(s) is entitled to the following:-

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- 9.2.1. 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
- 9.2.2. 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 days of receiving the termination notice. Further, it is clarified that the interest on the said payment shall be calculated from the date of last installment paid by the Allottee.

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 within forty-five days of it becoming due. Further, it is clarified that the interest on the said payment shall be calculated from the date of last installment paid by the Allottee.

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

- 9.3.1. In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan stated above, despite having been issued notice in that regard;
- 9.3.2. delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- 9.3.3. After the issuance of Offer Letter as per clause 7.2, 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;
- 9.3.4. after the issuance of Offer Letter as per clause no 7.2, 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;
- 9.3.5. Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- 9.3.6. Violation of any of the Applicable Laws on the part of the Allottee(s).

In such circumstances, the Promoter's rights/remedies are:

- a) In case of default mentioned in (i) above, the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the

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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;

- b) In case of default mentioned in (ii) above, the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- c) Further till the time Promoter exercise the option to terminate this Agreement, it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. of the super built up area of the Unit on monthly basis; (d) taxes (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 is recovered;
- d) The rights and remedies of the 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;
- e) 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:
 - (i) The Booking Amount;
 - (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
 - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage, if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/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.

10. CONVEYANCE OF THE SAID UNIT:

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

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occupancy certificate and the completion certificate, as the case may be, to the Allottee:

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 UNIT / SAID PROJECT

- 11.1. That until the takeover of the Common Areas and Facilities on the Project Land by the Association of Allottees in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities on the Project at reasonable charges.
- 11.2. That the Promoter shall enable and the Allottee(s) shall participate in the formation of an Association of Allottees in the Project as per Applicable Laws with the main object to take over the responsibility of maintenance/management of Common Area and Facilities on the Project Land and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Association of Allottees may decide from time to time keeping in view the best interest of the allottees of the Unit in the Project. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Association of Allottees. Until the formation of the Association of Allottees under the applicable laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities on the Project Land and shall have all the rights and authorities of the Association of Allottees, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities on the Project Land. The Promoter shall handover the management/maintenance of the Common Areas and Facilities on the Project Land upon formation of the Association of Allottees under the applicable laws to the Association of Allottees, and the Association of Allottees will take care of the Common Areas and Facilities on the Project Land.
- 11.3. That as and when the Common Areas and Facilities on the Project Land shall be handed over to the Association of Allottees, the Association of Allottees will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities on the Project Land from the date of handing over.
- 11.4. The Allottee(s) shall be liable to pay proportionate common electric charges, sewerage charges and water charges from the date of offer of possession of Unit.

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- 11.5. The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities on the Project Land shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Promoter or Association of Allottees, as the case may be, and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Association of Allottees from time to time.
- 11.6. That the allottee shall be liable to pay the upfront maintenance charges of Rs. _____ for one year in advance at the time of possession of the unit, the same shall be deposited by the promoter directly in the account of maintenance agency named as 'Harmony Facility Management Pvt. Ltd.'
- 11.7. That one of the factors for the Allottee(s) to buy the Unit in its Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its maintenance agency 'Harmony Facility Management Pvt. Ltd.' ("**Maintenance Agency**"). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipments, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee is aware that due to qualitative and cost effective maintenance of this Project, the Maintenance Agency is able to maintain the beauty and aesthetic look of this Project consistently which not only increases the life of its project but gives appreciation to the value of the project. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee understands that other Allottees have also booked/bought Units in its Project because of the above characteristics of Maintenance Agency, accordingly, the Maintenance Agency is being appointed to carry out the maintenance of the Said Project at competitive prices until its appointment is recalled and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution.

12. **DEFECT LIABILITY :**

- 12.1. 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 or Deemed Date Of Possession, whichever is

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earlier, 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.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of construction for which the Promoter shall not be liable as stated above in case of any other defect pointed by the Allottee and the same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Allottees falls under the provision of the Act.

- 12.2. However in case any damage to the Unit is caused by the allottee 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 damaged caused due to force majeure shall not be covered under defect liability period.

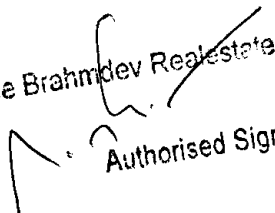
13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Society 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 Promoter/ Maintenance Society to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect

14. USAGE

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, 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 services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Society for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

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- 15.1. The Allottee(s) shall make the timely payment of all installments as per the Payment Plan/demand letters. Timely payment of Total Price and other payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement. It is irrevocably agreed by the Allottee that promoter may request for the extension of the Registration/duration of completion of the project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the promoter in this respect and in that case schedule date for the completion of the project shall be considered the date as extended by the Authority.
- 15.2. The allottee(s) agrees that if the allottee(s) defaults in paying any demand as per the payment plan along with all the other taxes, duties & charges, he shall not be entitled to enforce the timeline of project completion and shall not be entitled for interest and compensation for delay in completion of the project. Therefore, subject to the timely receipt of total price and the other amounts from the allottee(s) as per this agreement.
- 15.3. The allottee(s) agrees that there can be delay or failure in handing over the possession of the unit due to reasons / events, which are beyond the control of the promoter, in such events, the promoter shall not be liable to pay any penalty / interest / compensation to the allottee due to such delay and in such circumstances, allottee agrees that promoter shall be entitled to obtain the extension for completion of the project as may be granted by the authority and no penalty / interest / compensation for such delayed / extended period shall be paid by the promoter.
- 15.4. The allottee(s) agrees that in case of termination/cancellation of the allotment, the promoter shall not be liable to refund taxes, cesses or duties which are collected from allottee(s) and deposited with concerned department and the allottees shall be free to file necessary application before the concerned department for refund of such taxes.
- 15.5. The Promoter shall, subject to receipt of Total Price of unit as per Payment Plan and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and also handover possession of the unit. The Promoter agrees and undertake 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, 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 as the case may be. 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'.

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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. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua said unit. Further, the Allottee(s) shall be liable to pay Rs. for per Sq. Ft. on built up area of the unit per month as holding charges to the Promoter for the period of delay in taking over the possession of the unit.

- 15.6. Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the unit 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 unit 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.
- 15.7. Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after the completion of the Said unit, the Promoter shall be entitled to forfeit twice the Earnest Amount, all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Said unit and all other penalties and Delay Payment Charges 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 of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer.
- 15.8. That the allottee understands that it is commercial mall and shops, offices and studio apartments are to be used for intended purpose only. In case, the allottee intends to lease/rent out his/her unit of lower ground, ground floor to third floor to third party, then the Promoter shall have absolute and first right to decide the lessee/specific tenant and terms and condition thereon, to which the allottee agrees and accept. Thus, the allottee of said floors without the prior consent of the Promoter shall not give his/her unit on lease/rent and Promoter shall have absolute right to decide the lessee and terms and conditions thereon and first right of refusal also.
- 15.9. Further in case of unit at lower ground, ground floor to third floor is used by allottee himself or self use, then the allottee is not allowed to start any business or trade on his own discretion and will, a prior consent from the promoter shall be required before starting any trade or business. The Promoter shall have absolute right to refuse and in that scenario allottee shall not be allowed to start that trade/business in that premises/unit.
- 15.10. Subject to clause 1.2 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the said project, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Unit and keep the Unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and

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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.

15.11. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Unit or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the said project and the Promoter/Association of Allottees (AOA) shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.

15.12. The Promoter shall not be liable for any liability (legal or others) arising in the event of the Allottee(s) relying on the marketing agency or any sale broker, marketing campaign, published material. It is the sole responsibility of the Allottee(s) to confirm the information provided to them from the Promoter before relying on the same.

15.13. The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ roads/ passage in the unit(s) or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.

15.14. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and /or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

15.15. The Allottee understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or approved by the Promoter/ Association of Allottees and nowhere else. 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).

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

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- 15.16. It is irrevocably agreed by the Allottee that the Promoter may request for the extension of the Registration/duration of completion of the Project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the Promoter in this respect and in that case, the schedule date for the completion of the Project/ handover of the possession of the unit shall be considered the date as extended by the Authority.
- 15.17. In order to afford the transfer of title and handing over the possession of the Unit in an expeditious manner to the allottee and in order to afford the availability of apartment in time to the allottee, the promoter may offer for registration of the conveyance deed and transfer of possession to the allottee before obtaining the completion / occupancy certificate as the case may be as per the provisions prescribed under the Act and local laws. It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.
- 15.18. The Allottee understands and agrees that the said ownership rights in the Unit shall be sold to the Allottee only for the specified purpose of being used for commercial purpose subject to the specific condition that the Allottee shall have no right to use the Unit for bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the Unit for the purpose other than that for which the Unit is being sold to him. In the case of violation of this condition, the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.
- 15.19. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other Units and/or Common Area / Common Parts/ Facility in the said project.
- 15.20. The Allottee shall not do or suffer anything to be done in or about the said Unit which may tend to cause damages to any Common Area/ Roads in the said project or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.
- 15.21. The Allottee shall not at any time demolish the structure of the said Unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof. The Allottee may, however, make suitable changes in the said Unit and other internal alterations and additions as per the terms of this Agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well

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as the ceiling of said Unit & architectural aspect thereof but only with the prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.

- 15.22. That the Allottee shall carry out day-to-day maintenance of the said Unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Unit at its own costs without affecting and disturbing other Unit holders.
- 15.23. The Allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.
- 15.24. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.25. The Allottee(s) shall be liable to pay 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 of Unit. If the Promoter/AOA has to pay the aforesaid amounts on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within 15 days from the date of notice in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA 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/AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said Unit and such demands shall be treated as unpaid consideration of said Unit and the Promoter shall have first charge/ lien on said Unit for recovery of such demands from the Allottee.

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The Allottee further undertakes that in case it transfers its right and interests in the said Unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the Allottee shall also be bound by the terms and conditions of this Agreement

- 15.26. The Allottee understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other statutory taxes assessed on the Project. Such Taxes, Fees etc. shall be paid by Allottee in proportion to the Carpet Area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay such proportionate amount of tax.
- 15.27. The Allottee agrees that if at any time under any law/order or if the Promoter may think necessary to insure the title of the land/ Building / Unit/ Project, the charges towards the same shall be paid by the Allottee proportionately as may be demanded by the Promoter in future.
- 15.28. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:
- i. Any financing agreement between Financing Institution/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
 - ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable.
 - iv. In case of default in repayment of dues of the financial institution/agency by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the said Unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the Allottee.
- 15.29. The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.

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15.30. Electricity **Connection:**

- i. That the Promoter will take electric connection from JVVNL for the whole building and the allottee shall be required to apply for electrical connection for the said unit from the promoter who has got the single connection for the entire load of the building from JVVNL. For sub-meter of the unit the buyer will be required to pay installation charges on the basis of the area of the unit to the promoter. Further, The buyer will also pay the monthly electricity charges as per usage to the Promoter or maintenance agency or Association of allottees as per the prevailing rates of JVVNL. In case the Buyer does not pay the electricity charges, the Promoter or maintenance agency or Association of allottees can disconnect the electricity connection of the said premises without giving any opportunity to the Buyer.
 - ii. That the Allottee shall be required to get and maintain separate electric connection for the said premises in his own name from Electric Department or sub-meter from Promoter (as the case may be) and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The Allottee shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him
 - iii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment / service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- 15.31. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- 15.32. The Allottee 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 said Project or lead to increase in premium payable in respect of the insurance of the said Project and/or the Unit.

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- 15.33. The Promoter shall have exclusive right over the parapet walls and all outer walls of the said Project including all elevation features and shall always be entitled to use the same in any manner without the hindrance of the Allottee/ Association of Allottees. The Promoter shall be exclusively entitled to install signage, hoardings, advertisement and/or perform any kind of branding activities for any of its Project at any suitable place in the Project and the Allottee / Association of Allottees shall not have any objection to it.
- 15.34. The Allottee understands that after the possession of the premises/said project is handed over or after getting the Completion Certificate of the said project from concerned local authority if any, work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottees at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- 15.35. Association of allottees shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained after obtaining completion certificate of the project. The Allottee and Allottees of other Units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.
- 15.36. Club House Facility
- i. The Promoter has decided to set up a club within the project, the Said Club shall not form part of the Common Areas and Facilities of the Said Project. The Said Club shall be available to and enjoyed in common for the owners of studio apartments and offices only. The pro rata land share being agreed to be transferred to the Allottee(s) under this Agreement shall not under any circumstances extend to and/or include any component or constituent of the Said Club and the Allottee(s) hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard. The Promoter shall have the absolute right to modify the layout, area, amenities and facilities of the Said Club and the Allottee(s) hereby expressly consents (such consent by the Allottee(s) shall be considered as the Allottee(s)'s consent contemplated by Section 14(2) of the Act) to the Promoter for making variations or modifications in the said layout, area, amenities and facilities of the Said Club as it may deem fit.
 - ii. The detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated in due course and circulated to members before the Said Club is made operational. All members (including the Allottee(s)) will be

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required to abide by these terms and conditions and rules and regulations and the Said Club may (at the sole discretion of the Promoter and subject to availability) be managed and operated professionally through a club operation and management agency to be appointed by the Promoter (**Club Manager**).

- iii. 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.
- iv. That after the execution and registration of the Conveyance Deed in favour of the Allottee(s), the Allottee(s) shall be entitled to use the Common club house to be developed in the Project. However, the Allottee(s) shall be required to fill requisite form(s) and sign necessary documents as may be required by the Association of Allottees/Promoter or any other entity appointed for the purpose of maintenance and management of the club house in the Project. The said entity may make necessary rules in respect of usage of facilities and services in the club house and may also prescribe necessary usage charges in respect of facilities and services to be provided in the club house for proper maintenance and management of club house. The Allottee(s) hereby agrees to abide by such rules made by the concerned entity and to pay prescribed charges for usage of facilities and services.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE 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 Said Project Project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 Said

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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.

19. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the 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 (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 be entitled to 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), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest or compensation whatsoever but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Villa and deducting reasonable administrative charges as may be decided by the Promoter.

20. **ENTIRE AGREEMENT:**

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

21. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the Parties which only shall be valid.

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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:**

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the Payment Plan mentioned in 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.

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.

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 WHEREVER
REFERRED TO IN THE AGREEMENT:**

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

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26. **FURTHER ASSURANCES:**

Both the 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. **PLACE OF EXECUTION:**

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

28. **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.

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29. **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 be considered as properly served on all the Allottee(s).

30. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the Allottee, in respect of the Unit, or said project as the case may be, prior to the execution and registration of the Agreement for sale for such Unit, or said project, 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.

31. **JURISDICTION:**

That, the Courts of Jaipur alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. **DISCLOSURE:**

That the Allottee has entered into this Agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

34. **ASSIGNMENT:**

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- 34.1. The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The Allottee assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee and his / her nominee(s). It is distinctly understood by the Allottee that upon such transfer, the Allottee shall no more be entitled to any privileges and facilities, if any, available in the said Unit arising from the allotment of the said Unit. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.
- 34.2. In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the Unit shall be liable to pay Transfer Fee of Rs. 100/- (Rupees One Hundred only) per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the Unit to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.
- 34.3. The Allottee and the persons to whom the Unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

35. INDEMNIFICATION:

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

For Shree Brahmdev Real Estate
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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 this Agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

After the handover of the possession of the Unit in case the Allottee(s) gets some interior works done and in case any vendor of the Allottee causes any harm/loss/wear and tear/ physical damage to any structure, stairs, lifts, shafts, Common Areas and Facilities, plantation, walls, gates etc. the Allottee shall be responsible to indemnify the same.

- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- b) 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.

36. 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.

37. DISPUTE RESOLUTION:

37.1. 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.

37.2. 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

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thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

38. That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
39. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.
40. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

IN WITNESS WHERE OF Parties herein above named have set their respective hands and signed this Agreement for sale 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 the day, date and place mentioned above.

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

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Signed and delivered by the within named Promoter in the presence of witnesses on the day, date and place mentioned above.

PROMOTER For and on behalf of M/s _____
Name Signature Designation
WITNESSES 1- Signature Name Address 2- Signature Name Address

Schedule-1

Part A

(Location details of Project Land)

The piece and parcel of the project land admeasuring _____ sq. mtr. and there about lying and situated at _____,
Bounded on the:-

For Shree Brahmdev Realestate
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In North

In South

In East

In West

And measuring

North to South

East to West

Latitude/ Longitude of the end points of the Project

In North

In South

In East

In West

Part B

(Total Price of the Unit)

Unit Price of the Unit is Rs. _____ (In words Rupees _____ only)

Note 1: Unit Price includes Basic Sale Price and Additional charges.

a. Basic Sale Price:-

S.no	Particulars	Sq Ft.	Amount
1.	Carpet area		
2.	Exclusive Balcony/ verandah area		

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Total		
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b. Additional charges:-

S.no	Particulars	Amount
1.	Club Membership Fees	
2.	One time lease money	
3.	Power back charges	
TOTAL		

c. Other Payments:-

S.no	Particulars	Amount
1.	Interest Free Maintenance Security	
2.	Taxes and duties	
TOTAL		

Total price includes Unit Price and other Payments

Total Price of the apartment is Rs. _____ (In words _____)

Earnest Money/ Booking Amount and Advance Payment: The Allottee/ Purchaser has paid Rs. _____ (Rupees _____ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S. NO.	Cheque No.	Dated	Amount	Service Tax/GST	Drawn on

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	TOTAL				

Balance Payment Schedule: The Allottee hereby agrees to pay the balance amount instalments in the following manner:

Part C

Payment Plan

Construction linked payment plan

S. no.	Stage of Payment	Amount Payable in % against total price

Note-

- The Promoters offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.
- The effect of reduction in rate of tax on supply of goods or services or the benefit of input tax credit has been considered in the price of the unit. The Allottee has understood the same and will not raise any objection in this regards

For ~~Saree Brahmday~~ Realestate

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Schedule 2

Layout Plan of the Project

Schedule 3

(Specifications of the Project)

Schedule 4

Floor Plan of the Unit and details of the floor plan

Schedule 5

(Details of Development Works to be undertaken)

Schedule 6

(Details of salient features of the Proposed Project)

Schedule 7

(Details of other External Development Works)

Schedule 8

(Details of Specifications of Material used in construction)

Schedule-9

(Stage wise time-schedule of completion of the Project)

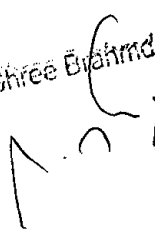
Stage	Date by which the works are proposed to be completed	Details of works to be Completed

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Schedule-10

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

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