



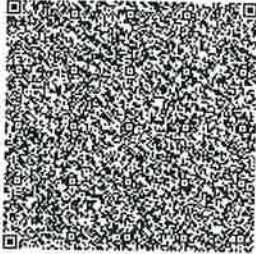
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL21535162550106P
Certificate Issued Date	: 22-Aug-2017 05:51 PM
Account Reference	: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96030344511308254171P
Purchased by	: CITY LIFESPACES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CITY LIFESPACES PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: CITY LIFESPACES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

Affidavit

I, Vikas Dua S/o M.C.Dua , aged 40 years, address 914,9th floor, Arunachal building, Barakhamaba Road, New Delhi-110001 duly authorized by the Promoter, City Lifespaces Pvt. Ltd., do hereby solemnly declare, undertake and state as under:



For City Lifespaces Pvt. Ltd.

[Signature]

Director

Page 1 of 2

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. That we have applied for registration of our Group housing project at Khasra No. 302,304,214,215,216,217,218,225 ,Village Thada, Teh. Tizara, Distt. Alwar, Rajasthan-301019

Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

2. That the draft agreement to sell 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 to Sell is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.



For City Lifespaces Pvt. Ltd.


Director
Deponent

I, ★ Vikas Dua S/o M.C.Dua , aged 40 years, address 914,9th floor,Arunachal building, Barakhamaba Road, New Delhi-110001

Do hereby verify that the contents in Para No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me there form.

Verified by me at Jaipur on this 22th Day of August, 2017.

For City Lifespaces Pvt. Ltd.


Director
Deponent

ATTESTED

NOTARY PUBLIC

22 AUG 2017

Form-G

AGREEMENT FOR SALE

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

Affix colour
photograph of
authorized
signatory of
Seller No.1 with
signature across
the photograph

THIS AGREEMENT FOR SALE ("Agreement") is executed at _____ on this
____ day of _____ Two thousand and _____.

BY AND BETWEEN

1. **M/s. City Lifespaces Private Limited**, a Company incorporated under the Companies Act, 1956 having CIN# U45204DL2012PTC234067, a wholly owned subsidiary of Oxirich Construction Pvt. Ltd., having its Registered Office at 914, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi-110001 through its Director, Shri Vikas Dua hereinafter referred to as the **Developer**

2. **M/s. Shilpkar Housing Pvt. Ltd.**, a Company incorporated under the Companies Act, 2013 having CIN# U45200HR2012PTC046769, having its Registered Office at 9, Edmonton Mall, Ground Floor, Bristol Hotel, Gurgaon, Haryana - 122002 as owners and duly authorized representatives of co-owners, herewith duly represented by their authorized signatory **Shri Vikas Dua** duly authorized vide board resolution dated 22/7/2016 duly approved by the entire board of directors hereinafter referred to as the "**Owners**". The expressions of the owners shall where the context so admits include their respective successors and administrators. The expression of Owners & Developer are collectively referred to as being the parties of First Party.

AND

For City Lifespaces Pvt. Ltd.
& Shilpkar Housing Pvt. Ltd.



Authorised Signatory

Shri/Smt./Ms.

Son/Wife/Daughter

of

Shri _____

Resident

of

PAN No. Aadhar No.

Jointly With

(Applicable, if the allotment has been made in the joint names)

Shri / Smt. / Ms.

Son / Wife / Daughter of Shri

Resident

of _____

Pan No. Aadhar No.

.....

hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees) of the **SECOND PART**.

AND WHEREAS, the First Party and the Second Party shall hereinafter collectively referred to as the "Parties" and individually as "Party".

INTERPRETATIONS/DEFINITIONS

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

For City Lifespaces Pvt. Ltd.
& Shilpkar Housing Pvt. Ltd.


Authorised Signatory

- a) **“ACT”** means Real Estate (Regulation & Development) Act, 2016.
- b) **“APPLICABLE LAWS”** shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
- c) **“APARTMENT”** shall mean a space/unit in the Whole Project/Oxirich Sunskriti-II at Group Housing project titled as Oxirich Shilpkar (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes a flat, commercial space and all such units or spaces intended to be used for the purpose permitted under Applicable Law.
- d) **“APPROVED PLANS”** shall mean the plans and designs of the Oxirich Sunskriti-II (defined herein-below) constructed or to be constructed on the Oxirich Sunskriti-II at Oxirich Shilpkar Land (as defined herein-below), which has been duly approved by the local authority, including any variations therein which may subsequently be made by the First Party and/or architect(s) in accordance with Applicable Laws.
- e) **“AUTHORITY”** shall mean the Real Estate Regulatory Authority.
- f) **“BUILDING”** shall mean the block / tower / building no. _____ in Oxirich Sunskriti-II at Oxirich Shilpkar (defined herein below) where the Allottee(s) has been allotted his “Unit”.
- g) **“CARPET AREA”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- h) **COMMON AREAS AND FACILITIES OF WHOLE PROJECT:** shall mean and include such common areas, facilities, equipments and spaces in the complete Whole Project reserved for common use and enjoyment of the occupants of the Oxirich

Sunskriti-II and occupants of future phase(s) on the Scheduled Land and more particularly detailed in **Schedule-C** attached hereto, except as specifically excluded as per the terms of the Agreement.

- i) **“CONVEYANCE DEED”** (i) in respect of the Unit shall mean written instrument executed between the First Party and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the First Party subject to and in accordance with the terms of this Agreement; (ii) in respect of the common areas and facilities shall mean written instrument executed between the First Party and the Resident’s Welfare Association through which the ownership of the common areas and facilities is transferred in favour of Resident’s Welfare Association by the First Party.
- j) subject to and in accordance with the terms of this Agreement.
- k) **“EARNEST AMOUNT”** shall mean 10% of Total Price of the Unit.
- l) **“INTEREST RATE”** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- m) **“OFFER LETTER”** shall have the meaning ascribed under Clause 7.2 of this Agreement;
- n) **“PARA”** means Para of this Agreement;
- o) **“PAYMENT PLAN”** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- p) **“SCHEDULED LAND”** shall mean all that piece and parcel of the land admeasuring 35290.21 sq.mtr and thereabouts, bearing various khasra nos. 214,215,216,217,218,225,302,304 and situated in revenue estate of village Thada, Tehsil Tijara, District Alwar (Rajasthan) on which the Whole Project named "Oxirich Shilpkar", is being developed and is demarcated and more particularly shown in **Part-I of Schedule-A**.
- q) **“OXIRICH SUNSKRITI-II at OXIRICH SHILPKAR LAND”** shall mean all that piece and parcel of the land admeasuring approx. _____ sq. mtrs and thereabouts, and situated at Village Thada, Tehsil Tizara, Dist. Alwar, Rajasthan on which the project named "Oxirich Sunskriti-II at Oxirich Shilpkar", which is a part of Whole Project, is being developed and is demarcated and more particularly shown in **Part II of Schedule-A**.
- r) **“REGULATION”** means regulations made under the Act;

- s) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- t) **"RESIDENT'S WELFARE ASSOCIATION or RWA"** shall mean an association formed/to be formed by the owners of the unit/Apartments in the Whole Project as per clause (e) of sub-section (4) of section 11 of the Act.
- u) **"SCHEDULE"** means the Schedule attached to this Agreement;
- v) **"SECTION"** means the section of the Act.
- w) **"SUPER BUILT UP AREA"** for the purpose of calculating the sale price in respect of the Unit shall be the sum of built-up area of the Unit and its pro-rata share of common areas in the Oxirich Sunskriti-II.
- x) **"UNIT"** shall have the meaning ascribed in Clause C
- y) **"WHOLE PROJECT"** shall mean a residential cum commercial real estate project envisaged by the First Party, comprising of various stand alone real estate projects, to be developed upon Scheduled Land, out of which the First Party have commenced development of Block B at Oxirich Sunskriti-II, a part of Oxirich Sunskriti-II after obtaining all the necessary permissions and approvals in accordance with Applicable Laws and whole project is known as **"Oxirich Shilpkar"**.
- z) **"LAND OWNERS"** shall mean,
_____, all resident of Village Thada, Tehsil Tizara, distt. Alwar, Rajasthan, as mentioned in the Lease deed executed between Urban Improvement Trust (UIT), Bhiwadi.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE DEVELOPER AND LAND OWNER TOGETHER TITLED AS FIRST PARTY DECLARE THAT:

- A. The Owner's have acquired and are in possession of land comprising in khasra no. 214,215,216,217,218,225,302,304 situated in revenue estate of village Thada, Tehsil Tijara, District Alwar (Rajasthan) vide Sub Lease Deed dated 30.04.2013 document no. 2013002189 and collaboration agreements against document no. 2013002414 dated

10.05.2013, document no. 2013002384 dated 09.05.2013, document no. 2013002383 dated 09.05.2013 , document no. 2014005042 dated 31.12.2014 and supplementary agreement's dated 02.01.2015 registered as document no. 2015000013 with the office of Sub-Registrar Bhiwadi.

- B. And whereas the owners had thus been entitled to develop the said land on the basis of Ownership and Collaboration Agreements detailed above.
- C. That the respective executants of the Collaboration Agreements (detailed above) have also executed and registered power of attorneys in favor of the owners authorizing the owners to develop the said land as to further do and to have done all acts, deeds and things which may be required for development of the said land.
- D. Pursuant to its ownership and the aforesaid Collaboration Agreements and subsequent GPAs, owners were thereby entitled to further form a joint venture with M/s City Lifespaces Pvt Ltd (DEVELOPER) for the development of a residential Group Housing project on the Said Land. That the said joint development to be carried out pertains to the residential part i.e. the Group Housing Colony which is to be developed upon the said land admeasuring 35290.21 sq.mtr falling in sector 33, Bhiwadi, District Alwar (Rajasthan) as detailed in the layout sanction plan duly approved by UIT Bhiwadi District Alwar (Rajasthan) on 12/09/2013 (hereinafter referred to as the "Project").
- E. Further, pursuant to the rights and authority of M/s Shilpkar Housing Pvt. Ltd qua land under its ownership and rights and authority granted to M/s Shilpkar Housing Pvt. Ltd under Collaboration Agreements and powers of attorney mentioned aforesaid, M/s Shilpkar Housing Pvt. Ltd has obtained a license from Urban Improvement Trust, Bhiwadi bearing no. 71/13 in sector 33 Bhiwadi, District Alwar (Rajasthan) whereby M/s Shilpkar Housing Pvt. Ltd is entitled to develop the Said Land into a Group Housing Colony and Commercial Colony in sector 39, Bhiwadi, District Alwar (Rajasthan) (hereinafter referred to as the comprehensive license).

- F. That further Owners had also obtained the building plans of the proposed Project on the Said Land sanctioned from the concerned authorities vide memo no 4590/16 on 31/8/2016 by duly sanctioned by UIT Bhiwadi, District Alwar (Rajasthan)
- G. That pursuant to the same the Owners and the Developer had entered into a Joint Development Agreement for the development of the Project and confirming parties have jointly and severally confirmed this transaction for Joint Development Arrangement between the Owners and the Developer duly registered as Document No. 45 on 2016-2107, in Book No 4 with office of Sub-Registrar, in respect of land inter alia comprised in khasra Nos 214,215,216,217,218,225,302,304. village Thada, Tehsil Tijara, District Alwar, Rajasthan
- H. AND WHEREAS, under the arrangement made amongst the Owners and the Developer, the Developer has exclusive rights of construction and development of the area in the Residential Group Housing complex on the said land situated in Sector-33, Bhiwadi, Village-Thada, Tehsil-Tijara, District-Alwar, Rajasthan comprised in khasra Nos. 214,215,216,217,218,225,302,304 as detailed in the terms stated in the aforementioned Joint Development Agreement (hereinafter referred to as the said Project);
- I. AND WHEREAS, the Developer has represented and clarified to the Allottee that the Developer is in power and is the Authorized Signatory of the owners on the strength of the Joint Development Agreement and comprehensive resolution of the board of directors dated 22/07/2016 and further the Developer is competent to execute the flat buyer agreement in favour of the intending purchasers.
- J. AND WHEREAS, the Developer has represented and clarified to the Allottee that the building plans/floor plans have been prepared in accordance to the building bye laws & as per the guidelines issued by the Urban Development and Housing Department, Government of Rajasthan, Jaipur and Urban Improvement Trust, Bhiwadi, Rajasthan and whereas it has been represented and clarified to the Intending purchaser that the Developer shall have the full right to apply for any

revision in the said sanctioned plans at any suitable stage during the course of construction, in any manner which the Developer may find suitable and the intending purchaser will have no objections to the same.

K. **AND WHEREAS**, the Developer has allowed the Intending Purchaser for inspection of all documents including documents relating to steps taken by the developers for approvals / licenses to be granted by respective competent authorities, approved building / floor plans, calculations of common areas and documents related to rights, title and interest of Developer/owners.

L. The Oxirich Sunskriti-II has been registered with the Real Estate Regulatory Authority (“**Authority**”) on date _____ and the Oxirich Sunskriti-II’s registration certificate no. is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the First Party and the Oxirich Sunskriti-II are also available on the website ([www._____](http://www._____.)) of the Authority.

M. The following approvals and sanctions have been obtained in respect of the Oxirich Sunskriti-II:

Site Layout Plan of the Oxirich Sunskriti-II has been approved, as a part of site layout plan of Whole Project, which was approved by Urban Improvement Trust (UIT), Bhiwadi *vide* its Letter No 4590/16 dated 31.08.2016. A copy of the Site Layout Plan of Whole Project highlighting Oxirich Sunskriti-II is enclosed herewith and marked as **Annexure-I. First Party had applied for the revision of building plans with UIT, Bhiwadi & the said revised building plans were duly approved in the Building Plan Committee meeting held at UIT, Bhiwadi on _____.**

- i. Approval of the Oxirich Sunskriti-II, as a part of Whole Project, and permission of buildings construction upto _____ meters height under the relevant legal provisions has been accorded in accordance to building bye laws of UIT, Bhiwadi. *vide* its BPC dated _____..
- ii. Provisional fire NOC for the Oxirich Sunskriti-II, as a part of Whole Project, has been accorded by the Office of Chief Fire Officer *vide* letter no. FIRE/2568 dated 13.10.2016.
- iii. Environmental clearance from the department concerned has been obtained for the Whole Project *vide* letter no. F1 (4)/SEIAA/SEAC-Raj/Sectt/Project/Cat.8(a),B2(15158)/16-17 dated 25.04.2017.

- N. First Party agrees and undertakes that it shall not make any changes to Approved Plans of the Oxirich Sunskriti-II except in strict compliance with Section 14 of the Act and other Applicable Laws.
- O. First Party has conceived a detailed plan of development works to be executed in the Oxirich Sunskriti-II/Whole Project. Details of the plan of Development Works to be undertaken in the Oxirich Sunskriti-II/Whole Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, etc., as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-D**
- P. The details of salient features of the Oxirich Sunskriti-II, have been specifically provided in **Schedule-E** attached hereto.
- Q. The details of external development works to be taken for the Oxirich Sunskriti-II have been specifically provided in **Schedule-F** attached hereto.
- R. The details of specifications of material used/to be used in construction of the Oxirich Sunskriti-II have been specifically provided in **Schedule-H** attached hereto.
- S. The stage wise time schedule for completion of Oxirich Sunskriti-II, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule-I** attached hereto.
- T. A separate account in Bhikaji Cama Place branch of HDFC Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act has been opened.
- U. First Party is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the First Party regarding the Oxirich Sunskriti-II Land on which the Oxirich Sunskriti-II is being developed have been completed.
- V. The Allottee(s), being aware of the Whole Project and Oxirich Sunskriti-II and details given above about the Oxirich Sunskriti-II, has applied for allotment and purchase of an Apartment in the Oxirich Sunskriti-II *vide* booking/application form no. _____ dated _____. The Allottee(s) has also deposited amount of Rs. _____ (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) & even if more (in case of old booking) then only 10% of the Total Sale Consideration shall be treated as earnest money and agrees to make timely and complete payments of the balance of

Total Price of the Unit as well as other dues under this Agreement as per terms and conditions of this Agreement.

- W. On application, the Allottee(s) has been allotted an Apartment located in the Oxirich Sunskriti-II and pro rata share in the Common Areas and Facilities of the Whole Project and Oxirich Sunskriti-II (the layout plan of the said Apartment is annexed herewith as **Annexure- II** and more particularly described in the **Part II of Schedule-B** attached herewith and hereinafter referred to as the “Unit”)
- X. The details of floor plan of the Unit and Building is given in **Schedule-K**.
- Y. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Oxirich Sunskriti-II /Whole Project.
- Z. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer No.1 hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.
- BB. **AND WHEREAS**, the Allottee confirms that he/she is fully satisfied with the rights, title and interest of the Developer in the aforesaid land and its authority to develop the Group Housing Complex thereon;
- CC. **AND WHEREAS**, the Allottee further acknowledges and confirms that he / she has full knowledge of the laws, rules, regulations, notifications, circulars applicable to the sale and Group Housing Complexes/schemes.
- DD. **AND WHEREAS**, the Allottee has applied to the Developer vide his/her application dated _____for allotment of a residential Unit/Apartment;
- EE. **AND WHEREAS**, Allottee has understood and agreed to abide by the terms and conditions as stipulated by the developer in this agreement;

FF. AND WHEREAS, pursuant to the aforesaid application for allotment the developer has allotted a unit to the Allottee vide it's allotment letter dated_____.The description of the allotted apartment/unit follows as under:

Group Housing Project:"Oxirich Sunskriti-II", Sector 33, Bhiwadi, abutting Alwar Bye Pass at State Highway No 25, Village-Thada, Tehsil-Tijara, District Alwar, Rajasthan.

Apartment No: _____Floor:_____ Tower:

(Enclosed Annexure-I: Master Plan)

Super Area: _____ sq. ft.(enclosed Annexure-II: Unit Plan)

(Hereinafter referred to as the Unit in the said Group Housing Complex)

AND WHEREAS, the parties represent and warrant to each other that they have the authority to enter into and perform under this agreement.

A. And WHEREAS, the Parties have agreed to honor the covenants of this Agreement subject to the terms and conditions stipulated between the parties under this Agreement.

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, First Party hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the **Schedule-B** hereunder.
- 1.2 The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall hereinafter be referred to as "**Total Price of the Unit**" more particularly described in **Part-I of Schedule-G**.
- 1.3 The Total Price of the Unit includes the booking amount paid by the Allottee(s) to Developer towards the Unit as mentioned in **Part-I of Schedule-G**. All other charges, which are specifically mentioned in this Agreement and

does not form part of the Total Price of the Unit, shall be paid by the Allottee(s) in addition to Total Price of the Unit as per this Agreement.

- 1.4 In addition to the Total Price of the Unit, Allottee(s) shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Oxirich Sunskriti-II. The Allottee(s) shall also be liable to pay maintenance security, upfront maintenance charges, documentation charges, stamp duty, registration charges, One time Lease/Ground Rent, Urban Development Tax, electricity connection charges, and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit and Upfront Maintenance Charges shall be transferred to the RWA or its nominee at the time of conveyance of common areas and facilities to the Association. Further, in addition to the Total Price of the Unit, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Oxirich Sunskriti-II Land as and when demanded by the Developer. Details of the Total Price of the Unit payable by the Allottee(s) to the Developer has been particularly described in **Part-I of Schedule-G**.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Oxirich Sunskriti-II as per registration with the Authority subject to the grace period, which shall include the extension of registration, if any, granted to the Oxirich Sunskriti-II by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.5 The Developer shall periodically intimate to the Allottee(s), the amount payable as stated in **Part-I of Schedule-G** to be paid in the manner provided in **Part-II of Schedule-G ("Payment Plan")** hereunder and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. The Allottee(s) hereby agrees that payment as per the Payment Plan or any other amount as per this Agreement, for which no specific time period of payment is provided under the provisions of this Agreement, shall be made within 15 days from the date of issue of demand notice, or such time period as may be specifically provided in the demand letter(s) of the Developer, which will be issued by the Developer from time to time. In addition, the Developer shall provide to the Allottee(s) the details of changes/ 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.

- 1.6 The Total Price of the Unit 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 Developer 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, Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).

Provided that if there is any new imposition or increase in any development charges after the expiry of the scheduled date of completion of the Oxirich Sunskriti-II subject to the grace period as per registration with the Authority, which shall include the extension of registration, if any, granted to the Oxirich Sunskriti-II by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.7 The Allottee(s) shall be liable for all costs, charges and expenses subject to maximum of Rs. 10000/- (Rupees Ten Thousand only) in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.8 The Developer has already received an advance/ earnest amount from the Allottee(s) as mentioned in out of Total Price of Unit as mentioned in **Part-I of Schedule-G** and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the Payment Plan set out in **Part-II of Schedule-G** attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest computed as per the Interest Rate. The Allottee(s) is aware that taxes including GST shall be payable in addition to the interest computed as per the Interest Rate for delay in payment for any due under this Agreement.

- 1.9 The Developer shall not make any additions and alterations in the Approved Plans of Block-B of Oxirich Sunskriti-II and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-J** in respect of Unit without the previous written consent of the Allottee(s) and the Allottee(s)

further hereby agrees that such consent shall not be unreasonably withheld. The Developer may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. / Speed Post on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, the Developer shall be entitled to make any changes in the facilities/ services/ development works/ amenities/ layout/ building plans of remaining Scheduled Land and subsequent phases Whole Project and remaining part of project on Oxirich Sunskriti-II Land depending upon the nature, requirements and market demand at their sole discretion and the Allottee(s) understands and agrees that he shall not have any right to object to the same.

Provided that, the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act. However, the Developer shall determine the cost of such charges and Allottee(s) shall not dispute the amount being charged for such alterations and Allottee(s) agree to pay the charges as demanded by the Developer which would be over and above the Total Price of the Unit as mentioned in **Part-I of Schedule-G** along with applicable taxes. The Allottee(s) shall make the full payment of such charges in advance along with the written request/consent and no deduction shall be made in the Total Price of the Unit on account of such charges for requested alterations.

The Developer has proposed to amend/ alter/ revise the product type/ layout and building plans on remaining land of Oxirich Sunskriti-II / subsequent Phase and upon remaining Scheduled Land for future development/ sale which shall be solely decided by the Developer and accordingly Developer is seeking alteration/ revision in the sanctioned plans with the authority.

- 1.10 The Developer shall confirm to the final Carpet Area/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Oxirich Sunskriti-II is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area/ Super Built Up Area. The Total Price of the Unit payable for the Unit shall be recalculated upon confirmation by Developer. If there is reduction in the Carpet Area/ Super Built Up Area then Developer shall refund the excess money paid by Allottee(s) within 45 days with interest computed at Interest Rate from the date of receipt of such excess amount from the Allottee(s). If there is any increase in the Carpet Area/ Super Built Up Area of the Unit, allotted to the Allottee(s), Developer may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Price of the Unit in proportion to increase/decrease in area of the Unit.

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1.11 Subject to Clause 9, First Party agree and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas and facilities. 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. However, in case of any future development upon the remaining area of the Oxirich Sunskriti-II Land, the undivided proportionate share in the saleable area may change accordingly. It is clarified that First Party shall handover the common areas and facilities to the Resident's Welfare Association in accordance with Applicable Laws.
- (iii) That the computation of the Total Price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, flooring, doors, windows and firefighting equipment as per norms in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Oxirich Sunskriti-II.
- (iv) To assess the extent of development of the building/ Aspen Height I and his/her Unit, the Allottee(s) may visit the project site with prior appointment. However, The Developer discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Developer shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while visiting the Site. Further, the Developer strictly prohibits the visit of children at construction site.

1.12 The Allottee(s) agrees and understands that First Party shall earmark _____ car parking space for the Allottee(s) at the time of execution of Conveyance Deed of the Unit subject to availability only if option to opt for the covered car parking space has been exercised by the Allottee(s) at the time of execution of this agreement. For proper management and utilization of parking area of the Oxirich Sunskriti-II and the same shall not have independent legal entity detached from the Unit. The Allottee(s) shall have no rights to sell/transfer/deal with the parking space independent of the Unit. It

has been explained to the Allottee(s) and the Allottee(s) has agreed that the earmarking of car parking space shall be subject to the guidelines issued by UIT, Bhiwadi or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Resident's Welfare Association. The First Party and the Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.

- 1.13 The Allottee(s) understands and agree that in order to maintain the administration of the Project, the First Party has earmarked the covered 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 Whole Project. The covered 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 Whole Project. Further the Allottee(s) agrees that the First Party or the RWA reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project, in case the Allottee(s) has been allotted one parking space only.
- 1.14 The First Party has informed the Allottee(s) and the Allottee(s) has agreed that the parking spaces are distributed in the Whole Project and shall be developed in phased wise manner. It may happen that in Oxirich Sunskriti-II there may not be sufficient parking spaces as compared to the number of Units developed in a particular Phase. In such a condition, the First Party shall make temporary arrangements for parking the vehicles till the time permanent parking spaces are earmarked as opted by the Allottee(s). Further the Allottee(s) of the subsequent phases may also be earmarked parking space in the Oxirich Sunskriti-II and the Allottee(s) shall not have any objection to this.
- 1.15 The Allottee(s) agrees and understands that except the Unit as described in **Schedule-B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable/ commercial spaces in the Oxirich Sunskriti-II/ Whole Project/ Scheduled Land. Such un-allotted saleable/ commercial spaces shall remain the exclusive property of the First Party, which it shall be free to deal with, in accordance with applicable laws. Such spaces built in any part of the Oxirich Sunskriti-II/ Whole Project/ Scheduled Land shall be the exclusive property of the First Party and the First Party shall be free to deal with it.
- 1.16 The First Party shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Oxirich Sunskriti-II/ Whole Project/ Scheduled Land and

the Allottee(s) and the RWA shall not have or shall not obstruct on exploitation of this right by the First Party.

- 1.17 The Allottee(s) hereby agrees and acknowledges that the First Party shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.18 The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per the Interest Rate and taxes at the prescribed rates.
- 1.19 The First Party 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 First Party fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), First Party agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.20 The Allottee(s) may obtain finance from any financial institution/Bank or any other source but the Allottee(s) obligation to purchase Unit or payoff any dues/installments pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance and the Allottee(s) shall remain bound under this Agreement whether or not he/she/it has been able to obtain finance of the purchase of the Unit.
- 1.21 That the Oxirich Sunskriti-II at Oxirich Shilpkar shall always be known as **"Oxirich Sunskriti-II at Oxirich Shilpkar"** and the name of the Oxirich Sunskriti-II shall not be changed except with prior written consent of the First Party.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan given in **Part-II of Schedule-G** 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/demand draft/banker's cheque and effect of credit in account of the Developer. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

However, in case of dishonor of cheque/DD/pay order, as the case may be, the Allottee(s) shall be liable to pay Rs. 5000/- Rupees Five Thousand only) towards every dishonor charges.

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 Developer with such permission, approval which would enable Developer 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 First Party accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep First Party fully indemnified and harmless in this regards. 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 Developer immediately and comply with necessary formalities if any, under the Applicable Laws. The Developer 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 Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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The Developer shall abide by the time schedule for completing the Oxirich Sunskriti-II as disclosed at the time of registration of the Oxirich Sunskriti-II with the Authority and as extended as per the Applicable Laws and towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of Oxirich Sunskriti-II to the Resident's Welfare Association.

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

6. CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT

The Allottee(s) has seen, understood and accepted the Approved/proposed Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Developer shall develop the Oxirich Sunskriti-II in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the First Party undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under Clause 1.8 hereinabove.

7. CONVEYANCE AND POSSESSION OF SAID UNIT:

7.1 Schedule for possession of the Unit – Developer agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Oxirich Sunskriti-II to the Resident's Welfare Association, is the essence of the Agreement. Similarly, the Allottee(s) understands that the timely payment of Total Price of the Unit of the Unit and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Total Price of the Unit and other amounts by the Allottee(s) as per this Agreement, the Developer assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of Oxirich Sunskriti-II with all specifications, amenities and facilities of the Oxirich Sunskriti-II/Whole project in place on or before March, 2021, unless there is delay or failure due to Force Majeure. If, however, the completion of Oxirich Sunskriti-II is delayed due to the force majeure then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit and Developer shall not be liable to pay any penalty/interest/compensation during such force majeure, provided that such force majeure 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 Developer to implement the Oxirich Sunskriti-II due to force majeure, which shall be assessed by Developer, the Developer shall, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the First Party and the First Party shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2 Procedure for execution of Conveyance Deed of the Unit and taking possession- First Party, upon completion of Project, shall *vide* written intimation (**"Offer Letter"**) offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 20 days from the Offer Letter given to the Allottee(s) by the Developer, the Allottee(s) shall make payment of all outstanding dues, maintenance security, upfront maintenance charges and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Developer as per this Agreement and to execute and register Conveyance Deed of the Unit. The 30th day of the Offer Letter shall be referred to as **"Deemed Date of Possession"**, whether or not, the Allottee(s) takes the actual physical possession of the Unit. The Developer shall, subject to receipt of Total Price of the Unit in respect of the Unit as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas and also handover possession of the Unit. The Developer 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 Developer which the Developer are liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the control of Developer 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 Developer or Resident's Welfare Association, 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 Developer 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"*. First Party 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.

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7.3 Cancellation by Allottee(s)- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Oxirich Sunskriti-II as provided in the Act:

Provided that in case the Allottee(s) proposes to cancels/withdraws from the Oxirich Sunskriti-II without any fault of the Developer, before the receipt of the completion certificate of the particular phase of Oxirich Sunskriti-II, the Developer shall be entitled to forfeit the Earnest Amount, brokerage and processing fee, any taxes, duties, cess, etc. deposited by the Developer to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by Developer to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

Cancellation by Allottee(s) after Completion Certificate: Where the Allottee(s) proposes to cancels/withdraws from the Oxirich Sunskriti-II without any fault of the Developer, after receipt of completion certificate of the particular phase of Oxirich Sunskriti-II, the Developer shall be entitled to forfeit twice the Earnest Amount, brokerage and processing fee, any taxes, duties, cess, etc. deposited by the Developer to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by Developer to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

7.4 Compensation: The Land Owners shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Oxirich Sunskriti-II Land, on which the Oxirich Sunskriti-II is being developed, in the manner as provided under the Act and the claim for the interest and compensation under this clause shall not be barred by limitation provided under any law for the time being in force.

7.5 The Allottee(s) shall be liable to pay from the Deemed Date of Possession or actual date of possession, whichever is earlier, 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 Super Built Up Area of Unit. If Developer has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to Developer within 15 days from the date of notice in this

regard from Developer, failing which, Developer shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which Developer paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Developer

8. ELECTICITY CONNECTION

- 8.1 That Developer shall provide a single point/multi point metering system for the Oxirich Sunskriti-II, as may be decided by the Developer, according to which electric connection / supply, shall be provided by Developer and proportionate costs will be borne and paid by the Allottee(s). In case the Developer provide single point metering system for Oxirich Sunskriti-II, the Allottee(s) shall be liable to pay charges for installation of pre-paid sub-meter for the Unit, from which fix charges for DG power backup load, common area maintenance charges, electricity consumption charges along with the fix charges as per the provided electricity load and pre-paid meter vending charges shall be paid/deducted, and the Allottee(s) shall be required to recharge such pre-paid meter to ensure proper supply of electricity and maintenance services. The Developer shall not be responsible to disconnection of electricity supply for the Unit in case the pre-paid meter is not timely recharged. In case of any differences in electricity billing units recorded in meter of the Developer and aggregate/cumulative/total billing units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among occupants of the Oxirich Sunskriti-II and shall be paid by them in proportion to the area owned by them. However, in case single point metering system is not provided, the Allottee(s) shall be required to apply for an individual electrical connection from the concerned authority at his own cost and expenses.
- 8.2 The Allottee(s) shall be liable to pay charges for power back up as per the prevailing rate from time to time. However, the power back up will be provided only upto _____ KVA.
- 8.3 Developer shall provide to the Resident's Welfare Association as and when asked for once, all the drawings and diagrams pertaining to electrical wiring, air conditioning distribution lay out and fire alarm diagrams pertaining to the Unit and Common Areas and Facilities of the Oxirich Sunskriti-II.
- 9. REPRESENTATIONS AND WARRANTIES OF THE FIRST PARTY:-**First Party hereby represents and warrants to the Allottee(s) as follows:
- (i) Land Owners have absolute, clear and marketable title with respect to the Scheduled Land/ Oxirich Sunskriti-II Land and the Developer have requisite rights to carry out development upon the Oxirich Sunskriti-II Land and absolute, actual, physical and legal possession of the Oxirich Sunskriti-II Land for the Oxirich Sunskriti-II.
 - (ii) The First Party have lawful rights and requisite approvals from the competent authorities to carry out development of the Oxirich Sunskriti-II.

- (iii) There are no encumbrances upon the Oxirich Sunskriti-II Land or the Oxirich Sunskriti-II.
- (iv) There are no litigations pending before any Court of law with respect to the Oxirich Sunskriti-II, Land or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Oxirich Sunskriti-II, and Unit are valid and subsisting and have been obtained by following due process of law. Further, Developer has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Oxirich Sunskriti-II, Unit and Common Areas and Facilities of Oxirich Sunskriti-II.
- (vi) First Party have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) First Party have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Oxirich Sunskriti-II and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement, except other than as mentioned in this Agreement.
- (viii) Land Owners confirm that the Developer are not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed of the Unit, First Party shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Oxirich Sunskriti-II to the Residents' Welfare Association.
- (x) The Oxirich Sunskriti-II Land is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Oxirich Sunskriti-II Land.
- (xi) First Party 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 Oxirich Sunskriti-II Land to the competent authorities till possession of the Unit along with Common Area and Facilities of Oxirich Sunskriti-II (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Resident's Welfare Association, respectively.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property has been received by or served upon First Party by which rights of Allottee(s) in respect of the Unit is being affected.
- (xiii) Developer shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Developer shall issue the payment receipts in favour of the Allottee(s) only and in case of

cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Developer fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fails to complete the Oxirich Sunskriti-II within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Oxirich Sunskriti-II 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 for which completion certificate has been issued by the competent authority;
- (ii) Discontinuance of the Developer 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.

10.2 In case of default by the Developer under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, Developer shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case Developer 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 calculated at Interest Rate within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Oxirich Sunskriti-II or terminate the Agreement, he shall be paid, by Developer, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by Developer to the Allottee(s) within forty-five (45) days of it becoming due.

10.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;

- (ii) delay/default by Allottee(s) under Clause 10.3 (i) above continues for a period beyond 60 days after notice from the Developer in this regard;
- (iii) 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;
- (iv) after the issuance of Offer Letter as per Clause 7.2, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Developer under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

10.4 The Developer's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 10.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 10.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Developer and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer;
- (ii) Upon occurrence of event of default mentioned in Clause 10.3(ii) the Developer may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 10.3(iii), (iv), (v) and (vi), the Developer shall have the option to terminate this Agreement as mentioned in Clause 10.4; (ii) Further in case of event of default under Clause 10.3(iii), till the time Developer exercises the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 10.4 (i); and (b) recover maintenance charges from the Deemed Date of Possession; and (c) recover holding/ safeguarding charges @ Rs. Rs. 10/- (Rupees Ten only) per sq. ft. of the Super Built-Up Area per month for the entire period of such delay; and (d) taxes mentioned in Clause 7.5; and (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 10.3(iii) and Allottee(s) hereby authorizes the Developer for the same.

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& Shilpkar Housing Pvt. Ltd.

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(iv) The rights and remedies of Developer under this Clause shall be in addition to other rights and remedies available to the Developer 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 Developer of its right of charging such interest or of the other rights mentioned in this Agreement.

10.5 Upon termination of this Agreement by the Developer as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Developer shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Developer shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) Brokerage/incentives/commission/processing fee or any other non-refundable deposit;
- (iii) any taxes, duties, cess, etc. deposited by the Developer to the concerned department/authority in respect of the Unit;
- (iv) The interest and amounts paid/payable by the Allottee(s) to the Developer as per Clause 10.4(i) and/or 10.4 (iii), if applicable;

10.6 Without prejudice to the rights of Developer under this Agreement, the Developer 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.

11. MAINTENANCE:

11.1 The Developer has good experience and expertise in the management and maintenance of real estate project having all modern equipments, amenities and facilities such as STP, Waste Management System, water treatment plant, power back up system, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee(s) is aware that due to qualitative and cost effective maintenance of the Project, the Developer is able to maintain the beauty and aesthetic look of the Project consistently which not only increases the life of the project but gives appreciation to the value of the project. Accordingly, the Developer shall maintain the Common Areas and Facilities of Oxirich Sunskriti-II/Whole Project at actual cost plus 20%.(Twenty) by himself or its nominated maintenance agency until its appointment is recalled and another

- maintenance agency is appointed after notice period of six months by the RWA through a majority resolution.
- 11.2 The Developer shall convey the Common Areas and Common Facilities of the Oxirich Sunskriti-II/Whole Project to the RWA in accordance with the Applicable Laws.
- 11.3 The owners of the units/apartments in Oxirich Sunskriti-II which forms part of the Whole Project shall form RWA under Rajasthan Societies Act, 1860 for the Whole Project comprising of Oxirich Sunskriti-II and subsequent phases of the Whole Project. RWA shall have set of bye laws (hereafter referred to as "Bye-Laws") which shall govern the RWA and the members of the RWA i.e. the unit owners in the Whole Project. All the owners of units/apartments in the Whole Project shall become members of the RWA (Owners' Association) by payment of membership fees and shall abide by the Bye-Laws of the RWA. The Allottee(s) shall become member of the RWA by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.
- 11.4 The Allottee(s) acknowledge that as and when Developer commences development of phase II of Oxirich Sunskriti-II and other development on Scheduled Land, the development activities may cause some inconvenience for the Allottee(s) and the Allottee(s) may have to use some alternative route/access to the Oxirich Sunskriti-II; however, the Allottee(s) / RWA shall not object or create any hindrance in such development.
- 11.5 Developer shall transfer the Interest Free Maintenance Security ("IFMS") to the Resident's Welfare Association without any interest at the time of takeover of Common Areas and Facilities of Oxirich Sunskriti-II by the Resident's Welfare Association.
- 11.6 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bye-laws of Residents' Welfare Association as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Oxirich Sunskriti-II to Residents' Welfare Association as per the Act, it shall be the sole responsibility of the Residents' Welfare Association, to run and maintain the Common Areas and Facilities of Oxirich Sunskriti-II, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Oxirich Sunskriti-II recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Resident's Welfare Association, from time to time & regularly.
- 11.7 The Allottee(s) hereby agrees that his/her right to the use of common areas and facilities shall be subject to timely payment of total maintenance

charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Resident's Welfare Association from time to time.

- 11.8 Allottee(s) shall be bound by all the terms and conditions of Agreement of Associations, bye-laws, maintenance agreement and any other agreement entered by the Resident's Welfare Association and any decisions taken by the Resident's Association as per its bye-laws.

12. DEFECT LIABILITY:

It is agreed that subject to permissible tolerance limits in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to such development is brought to the notice of the Developer 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 earlier, it shall be the duty of the Developer to rectify such defects without further charge, within thirty (30) days, and in the event of Developer'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 or equipments/amenities/facilities in common areas is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

13. INDEMNIFICATION

- 13.1 The Allottee(s) shall, without prejudice to any other rights of the Developer, agrees to indemnify and keep fully indemnified, hold harmless and defend the Developer, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Developer or which Developer may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any fault on the part of the Developer and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Developer within the time prescribed in Clause 21 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of

this Agreement as per Clause 21 and/or (vii) termination of this Agreement by Developer due to any default/delay on the part of the Allottee(s).

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

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

14. 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 Developer may have, the Developer 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 Developer may have under law or in equity or pursuant hereto.

15. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Developer / Resident's Welfare Association shall have right of unrestricted access of all common areas and facilities, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer / Resident's Welfare Association 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.

16. USAGE:

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

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& Shilpkar Housing Pvt. Ltd.


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17. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- (i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium, podium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iii) The Allottee(s) shall not be entitled to let, sublet, transfer, assign or part with his rights or interest under this Agreement to any person without prior written permission of Developer and until all his dues payable with respect to the Unit are paid and the Allottee(s) has not been guilty of breach or non observance of any of the terms and conditions of this agreement, In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, stamp duty and registration charges, etc. in respect of such transfer. The Allottee(s) shall also be liable to pay documentation charges @ 0.25% of Total Price of the Unit in respect of such transfer.
- (iv) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- (v) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, windows, grill, etc. on the façade of the Building/ Oxirich Sunskriti-II or anywhere on the exterior of the Oxirich Sunskriti-II/Oxirich Sunskriti-II or Building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (vi) The Allottee(s) agrees and undertakes that the terrace area shall be treated as common area and no allottee shall be entitled to use such terrace areas for its exclusive use nor shall be allowed to install any antenna, dish connection which shall exclusively be dealt by the Developer.
- (vii) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase

- of the Building/Oxirich Sunskriti-II. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (viii) That all fixtures and fitting including but not limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Developer/ Residents' Welfare Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Developer No.1 or Residents' Welfare 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).
- (ix) The Allottee(s) agrees that the water shall be supplied from common tanks in which water is stored from deep tube/bore wells, located in the Oxirich Sunskriti-II as extracted from the ground without any treatment and the Allottee(s) shall be responsible for treating the supplied water by installing equipments for treatment of water in its Unit. In case the water supply is being made available by the any competent authority/agency in future, the Allottee(s)/RWA shall be responsible to install the required infrastructure to take such water supply at their own cost and make the required payments/deposits to such agency for obtaining the water supply/connection.
- (x) The Allottee(s) recognizes that the Unit is being serviced by the Developer / Residents' Welfare Association and that any external agency would be detrimental to the interest of the Unit's/ Building's/Oxirich Sunskriti-II's maintenance and upkeep. However, the Resident's Welfare Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Oxirich Sunskriti-II including the Oxirich Sunskriti-II as mentioned in clause 11.1.
- (xi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Residents' Welfare Association/Developer in the interest of the upkeep, cleanliness, security, etiquettes, aesthetics and maintenance of the Oxirich Sunskriti-II//Whole Project.
- (xii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (xiii) It is in the interest of the Allottee(s), to help the Developer / Resident's Welfare Association in effectively keeping the Unit and/or the Building/Oxirich Sunskriti-II secured in all ways, For the purpose of security, the Developer / Resident's Welfare Association would be free to restrict and regulate the entry of visitors into the Building/ Oxirich Sunskriti-II/Whole Project.
- (xiv) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Building/Oxirich Sunskriti-II/Whole Project or for any illegal of immoral

purpose. If the Allottee(s) uses or permits the use of the said Unit for any purpose in breach of this clause, which leads to any damage to the Unit or the adjacent units or Building, then the Developer may send a notice to the Allottee(s) to use the Unit as stated in this Agreement and rectify/ cure the defect within a period of seven (7) days. In case the Allottee(s) does not cure/rectify the defect, the Allottee(s) shall be required to pay penalty/ damages @. Rs. 2/- (Rupees Two Only) per square ft., per day to the Developer till the default is not cured/ rectified. The Developer will also be entitled to disconnect the water and electricity connection of the defaulting Allottee (s) and to prevent him from using the common areas and facilities in case the default is not cured by the Allottee(s) within fifteen (15) days.

- (xv) Allottee(s) shall not throw dirt, rubbish, rags, garbage, water, etc. or permit the same to be thrown from the Unit in the compound or any portion of the Oxirich Sunskriti-II Land and the whole project Oxirich Shilpkar in which the Building along with the Unit is situated.
- (xvi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Oxirich Sunskriti-II/Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Building/Oxirich Sunskriti-II/Whole Project and/or the Unit.
- (xvii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xviii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer and thereafter the Resident's Welfare Association and/or maintenance agency appointed by the Resident's Welfare Association/Developer. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xix) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Developer/ Resident's Welfare Association and the Developer / Resident's Welfare Association may permit the same subject to appropriate conditions.
- (xx) That the Allottee(s) hereby declares that he/she has gone through all the documents related to the ownership of Land Owners title to the Scheduled Land/Oxirich Sunskriti-II Land and has expressly understood the contents, terms and conditions of the same and after being fully satisfied has entered into this Agreement.
- (xxi) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/Oxirich Sunskriti-II shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members/ guests/

visitors of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members/ guests/ visitors of the Allottee(s) in the Unit is permissive or hostile.

- (xxii) After obtaining the completion certificate, it shall be the responsibility of the Resident's Welfare Association for obtaining / renewal of insurance for the Oxirich Sunskriti-II/ Whole Project and pay insurance premiums.

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

18.1 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 Oxirich Sunskriti-II / Whole Project.

18.2 Resident's Welfare Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and other equipments and/or other statutory renewals which are required to be obtained for the Complex in future after conveyance of common areas in favour of Resident's Welfare Association. The Allottee and Allottees of other units and/or Resident's Welfare Association without any reference to the Developer 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 Developer.

19. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:

19.1 Developer undertakes that it has no right to make additions or to put up additional permanent structure anywhere in the Oxirich Sunskriti-II after the building plan, layout plans, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except in accordance with Applicable Laws except for as provided in the Act.

19.2 The Developer has represented and the Allottee(s) is aware that under the affordable Housing Policy, 2009 of the Rajasthan Government, the Developer is required to construct houses for weaker section of the society so the Developer has developed EWS/LIG Units on a portion of Scheduled Land. The Allottee(s) is aware and accepts that there shall be certain utilities like STP, ESS etc. which shall be common for all the Unit Holders of Whole Project and EWS/ LIG housing and shops and the Allottee(s) does not have any objection with the same.

20. FIRST PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the First Party raises finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Oxirich Sunskriti-II, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the First Party shall provide NOCs etc. as may be required by the Allottee(s).

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by First Party does not create a binding obligation on the part of the First Party 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 30 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 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 Developer, then the Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), Developer shall have the option to cancel the allotment of the Allottee(s) and if so chosen by the Developer, amount of earnest money deposited by the Allottee(s) shall be forfeited. However, if cancellation of booking is done within 15 days from the date of booking, full advance payment/earnest money shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Developer in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT AND LEASE DEED ISSUED BY UIT, BHIWADI APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and in Lease Deed (Patta) issued by UIT, Bhiwadi dated 31.07.2013 and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

25. BROKERAGE:

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

26. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Developer shall be solely entitled to refund of all amounts paid by the Developer to various authorities in respect of the Oxirich Sunskriti-II/Whole Project.

27. WAIVER NOT A LIMITATION TO ENFORCE:

27.1 Developer may, at least on its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.

27.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

28. SEVERABILITY:

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

the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29. 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 Oxirich Sunskriti-II/Whole Project, the same shall be the proportion which the Super Built up Area of the Unit bears to the total Super Built up Area of all the Apartments in the Oxirich Sunskriti-II/Whole Project, as the case may be. Maintenance charges for the Unit shall be calculated on the basis of Super Built up Area.

30. FURTHER ASSURANCES:

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

31. NOTICES:

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered post A.D. or speed post to the party at their respective addresses mentioned in the as specified below:

Party	Address
Developer	
Allottee(s)	

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed post

failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee(s), as the case may be.

32. JOINT ALLOTTEE:

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

33. SAVINGS:

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

34. 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.

35. DISPUTES:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Developer or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

For City Lifespaces Pvt. Ltd.
& Shilpkar Housing Pvt. Ltd.



Authorised Signatory

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named First Party in the presence of witnesses at

..... on

<u>FIRST PARTY</u>
For and on behalf of Land Owners
Name
Signature
Designation
For and on behalf of Developer
Name
Signature
Designation

<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

For City Lifespaces Pvt. Ltd.
& Shilpkar Housing Pvt. Ltd.


Authorised Signatory

SCHEDULE-A
Part-I
Description of Scheduled Land

Name of Revenue village and Tehsil	Khasra No.	Area (in square meters)
Village Thada , Tehsil Tizara, Distt. Alwar	214, 215, 216, 217, 218, 225, 302 & 304	35290.21
	Total Area	35290.21

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

In North: Other's land

In South: Rivulet

In East: 45 mtr wide Master Plan Road

In West: Other's land

For City Lifespaces Pvt. Ltd.
& Shilpkar Housing Pvt. Ltd.



Authorised Signatory

Part II of SCHEDULE-A
Description of Oxirich Sunskriti-II Land

Undivided part of Scheduled land having area of approx. 17645.1 Sq. Mtr.

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

Longitude	Latitude
28.160154444540048	76.81899726390839
28.1613178809211	76.81951224803925

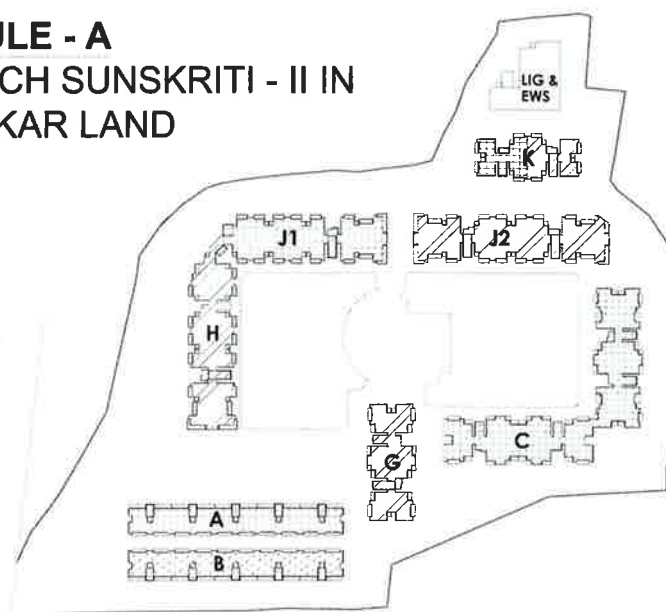
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& Shilpkar Housing Pvt. Ltd.

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PART III OF SCHEDULE - A **LOCATION OF OXIRICH SUNSKRITI - II IN** **THE OXIRICH SHILPKAR LAND**

 SHILPKAR & OTHER LAND OWNER'S SHARE
 DEVELOPER'S (CLPL) SHARE

45 M WIDE ROAD MASTER PLAN ROAD



60 M WIDE ROAD MASTER PLAN ROAD

TO SH NO. -25

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SCHEDULE-B
(Description of Unit)

- (i) Apartment/Unit No. _____;
- (ii) Floor No. _____;
- (iii) Block/Building No. _____;
- (iv) Type _____;
- (v) Carpet Area: _____ sq. ft
- (vi) Exclusive balcony area of _____ sq. ft.;
- (vii) Built Up Area _____ sq. ft.;
- (viii) Super Built Up Area _____ sq. ft.

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SCHEDULE-C

Details of Common Areas and Facilities of Whole Project

- i. The Scheduled Land;
- ii. the stair cases, lifts, lift lobbies, fire escapes, and common entrances and exits of buildings;
- iii. the common terraces, parks, play areas, open parking areas and common storage spaces;
- iv. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;
- v. installations of central services such as electricity, water and sanitation, and incinerating, system for water conservation and renewable energy;
- vi. the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- vii. Community and Commercial facilities as provided in said project and future project within Oxirich Sunskriti-II Land excluding commercial space/shop in the Club, Units which are covered in the definition of Apartment and available for sale;
- viii. all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- ix. Sewer System
- x. Water Supply System
- xi. Electrical Supply System
- xii. Fire Fighting System
- xiii. Storm Water Drainage System

i.

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SCHEDULE-D

(Details of development works to be undertaken)

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

Fire Fighting Facilities- Fire fighting equipments/ facilities will be provided in the whole project as per NBC guidelines.

Water Supply - The Government of Rajasthan is making a policy for supply of water in multi-storied buildings. As and when the policy will be implemented, the RWA will take water connection. Till then underground water will be used for drinking and other purposes.

Emergency Evacuation Services- It will be provided as per NBC guidelines.

Electrical Supply- Electricity/power shall be supplied by Jaipur Vidyut Vitran Nigam Limited, Bhiwadi.

Sewage Treatment Plant - The Developer proposes Sewage Treatment Plant for treatment of sewage. The Sewage Treatment Plant required minimum threshold occupancy to work. However, till such time, the Developer shall provide a septic tank for disposal of waste.

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SCHEDULE-E

- Details of salient features of Oxirich Sunskriti-II
- Currently accessible through 60 mtr wide Thada road
- Alternative accessibility through proposed 45 mtr wide Sector road in Sector 33, Bhiwadi
- Earthquake resistant RCC frame structure
- Fire Resistant PVC insulated Copper electrical wire in conduits
- Lifts with Automatic Rescue Device (ARD)
- Adequate electrical points

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SCHEDULE-F

(Details external development works for the Oxirich Sunskriti-II at Oxirich Shilpkar)

- Roads
- Footpaths
- Water supply
- Electrical Supply System
- Sewers
- Drains
- Green Area
- Tree
- Street Lighting
- Treatment and Disposal of Sewage water
- Waste Management
- Community area
- Fire Protection
- Fire Safety Requirement
- Rain Water Harvesting

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PART-I of SCHEDULE-G
(Total Price of the Unit)

The total price of the unit is Rs. _____/- (Rupees _____ only) which is the aggregate of Basic Sale Consideration and Additional Payments is as follows:

Basic Sale Consideration of Unit		
---	--	--

Additional Payments:

Preferential Location/floor Charges (PLC/PFC)		
General Applicable Charges (GAC, includes EDC + IDC + FFC + STP + EEC)*		
Garage / Covered Car Parking Charges		
Power Back Up Charges		
Club Membership Charges		
Total		

* EDC = External Development Charges, IDC = Internal Development Charges, FFC = Fire Fighting Charges, STP = Sewage Treatment Plant, EEC = External Electrification Charges

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PART-II of SCHEDULE-G
(Payment Schedule)

Stage of development works and completion of Unit	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

Note:

1. Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges.
2. The Developer offers various payment plans and the Allottee(s) has the option to choose the plan he wishes to opt as per his convenience.

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SCHEDULE-H

(Details of specification of material used in construction)

Cement	PPC
Steel	FE-415 and FE-500
CP Fittings	Branded
Sanitary wares	Branded
CPVC Pipes	Branded
UPVC/SWR Pipes	Branded
Tiles	Vitrified/Ceramic
Stone	Local Stone
Wires	ISI Mark
Fire Safety Equipments	ISI Mark
Transformer	ISI Mark
Diesel Generator	Air Cooled
Elevators	With Machine Room

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SCHEDULE-I

(Estimated Stage Wise Time Schedule of Completion of Block B in Oxirich Sunskriti-II)

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	September, 2017	Foundation, RCC Super Structure
2.	Completion of development works	September, 2018	Brick Work, Internal Plaster, Tiles Work, External Plaster,, Door Shutter Fitting, Window, Electrical Wiring & fittings and testing, Internal Painting, CP & Vitreous Fittings, External Painting, Fire Fighting, Lift,, Electrical System, Sewage Treatment System, etc.
3.	Offer of Possession	December, 2018	Water Supply System

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SCHEDULE-J

(Specifications, facilities, amenities which are part of the Unit)

Space	Flooring	Walls	Door Frame	Doors	Windows	Fixtures/fittings
Living / Dining / Lobby	Vitrified Tiles	Bricks / AAC Blocks with plaster and Acrylic emulsion	Folded Steel Section / Wood	35mm thick Flush/Skin door with night latch, magic eye and premium handle with enamel paint	Wood / Anodized aluminum with 4mm th. Float glass	Modular switches sockets / regulator
Bedroom	Vitrified tile / laminated wood	Bricks / AAC Blocks with plaster and Acrylic emulsion	Folded Steel Section / Wood	35mm thick Flush/Skin door with premium handle with enamel paint	Wood / Anodized aluminum with 4mm th. Float glass	Modular switches sockets / regulator
Kitchen	Vitrified tile / Anti skid ceramic tile	Bricks / AAC Blocks with plaster and 2' Ceramic tile over platform and Acrylic emulsion	NA	NA	Wood / Anodized aluminum with 4mm th. Float glass	Modular switches sockets / regulator L-shape platform with Granite top, Stainless steel single bowl sink provision of hot and cold water
Bathroom	Anti skid ceramic tile	Bricks / AAC Blocks with plaster and Ceramic tiles till 7 ft. Height	Folded Steel Section / Wood	35mm thick Flush/Skin door with premium handle with enamel paint	Wood / Anodized aluminum with 4mm th. Float glass	CP fittings and Sanitary wares, Floor mounted European WC, Wash Basin without counter
Balcony	Anti skid ceramic / vitrified tile of reputed brand	High quality acrylic exterior finish	Folded Steel Section / Wood	35mm thick Flush/Skin Door /swing door/ Swing door of Wood / anodized aluminum with 4mm th. Float glass		Masonry/mild steel railing with acrylic emulsion/enamel paint

Note / Disclaimers:

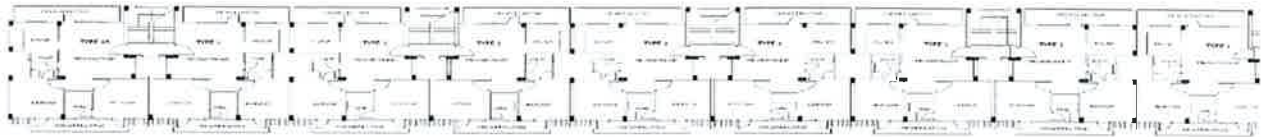
- Selection of specification shall be done only by the Developer out of the options given in above details of Specifications, facilities, amenities.
- As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measures will be undertaken diligently but complete dis-appearance of such cracks cannot be ascertained.

- c) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.
- d) While every reasonable care has been taken in preparing this brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.
- e) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Allottee(s) and shall supersede all statements, representations or promises made Prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

For City Lifespaces Pvt. Ltd.
& Shilpkar Housing Pvt. Ltd.


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SCHEDULE- K
(DETAILS OF FLOOR PLAN OF THE UNIT & BUILDING)

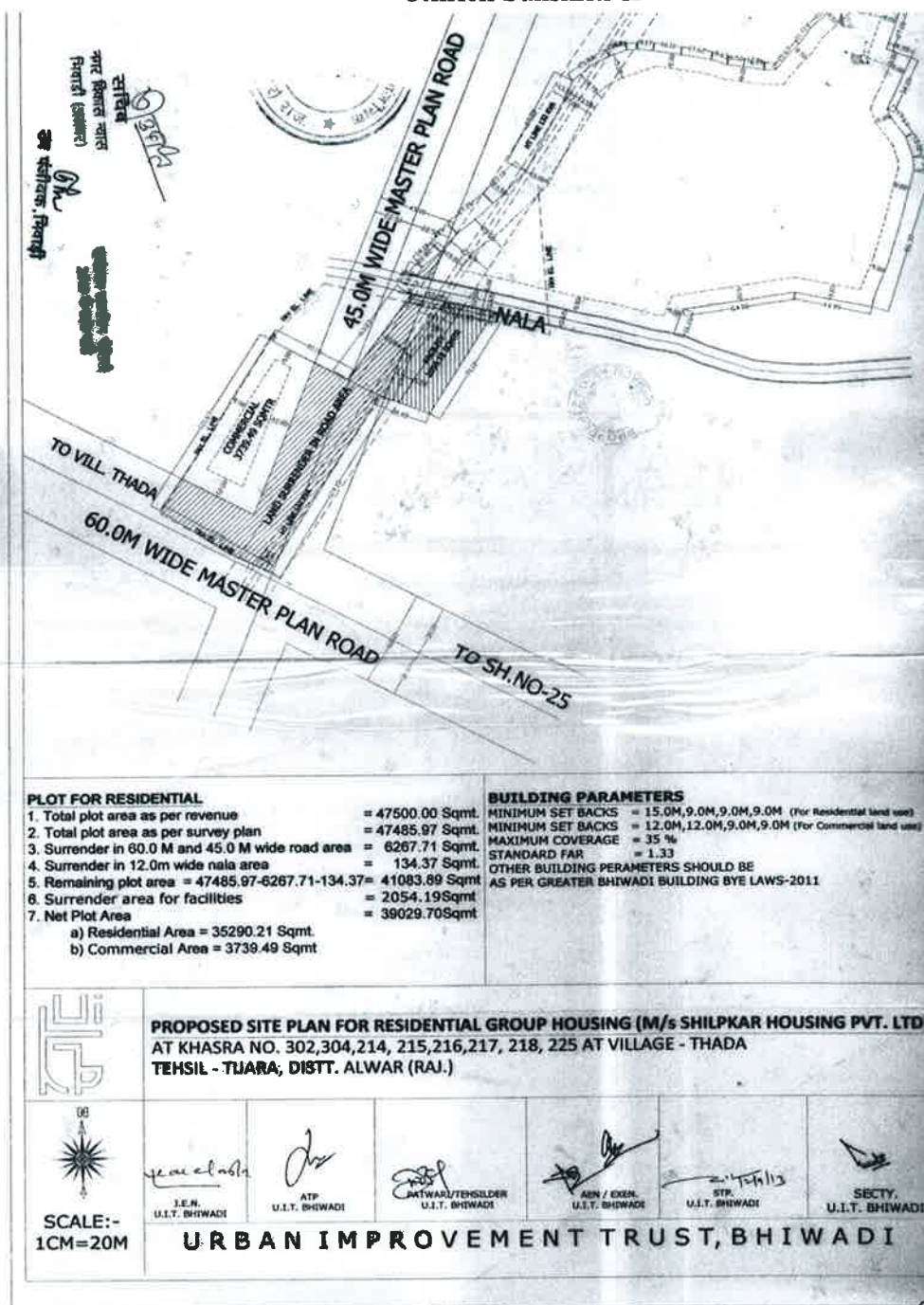


FLOOR PLAN

For City Lifespaces Pvt. Ltd.
& Shilpkar Housing Pvt. Ltd.


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Annexure-I
Site Layout Plan of Whole Project marking Block B of
Oxirich Sunskriti-II

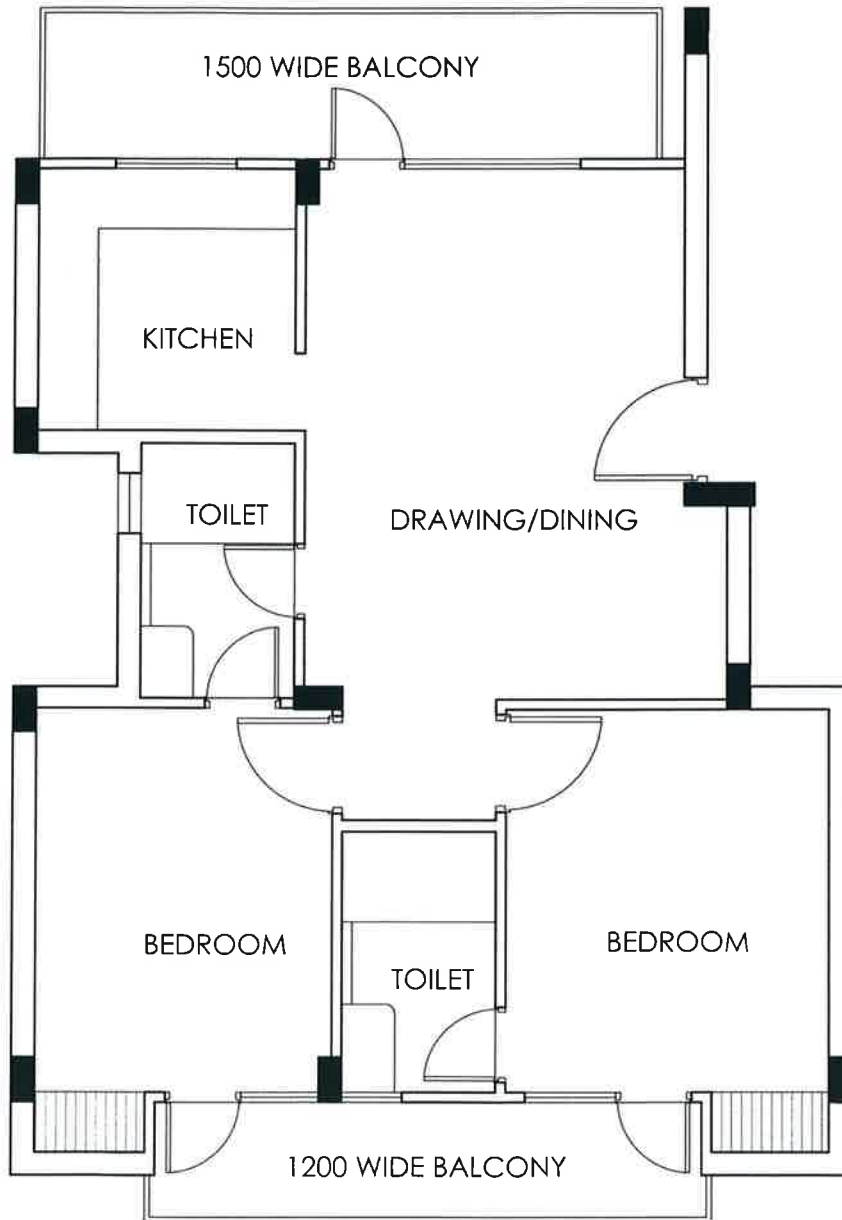


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ANNEXURE-II

LAYOUT PLAN OF UNIT



2BHK TYPE - 4

NOTE :

IT IS THE TYPICAL UNIT LAYOUT AND OTHER UNITS WILL HAVE MIRROR IMAGE OF THIS LAYOUT.



DRAFT

ALLOTMENT LETTER

Date: _____

To,

First Applicant: _____

Co-Applicant (If Any) _____ (Name only)

Sub: Letter of Allotment of Unit in a Project named as "Oxirich Sunskriti-II at Sector-33, Bhiwadi"

Dear Sir/Mam,

We are delighted to inform you that you have been allotted a Unit bearing no. against your Registration /Application ("Application Form") in our residential project named as **Oxirich Sunskriti-II** ("Project") which is being developed upon developable land admeasuring 17645.11 sqm situated at Khasra No. 302,304,214,215,216,217,218,225, Village Thada, Tehsil Tijara ,District Alwar, Bhiwadi, Rajasthan-301019 ("Project Land") as part of the Whole Project named as Oxirich Shilpkar ("Whole Project") in accordance with terms and conditions of said Application Form and this Allotment Letter.

1. The Details of the Unit allotted are as under:

Apartment/Unit No. _____;

Floor No. _____;

Block/Building No. _____;

Type _____;

Carpet Area: _____ sq. ft

Exclusive balcony area of _____ sq. ft.;

Built Up Area _____ sq. ft.;

Super Built Up Area _____ sq. ft.

2. The total price of the unit is Rs. _____/- (Rupees _____ only) which is the aggregate of Basic Sale Consideration and Additional Payments is as follows:

Basic Sale Consideration of Unit is Rs. _____

Additional Payments:

Description	Amount in Rs.	Amount in Words
Preferential Location/floor Charges (PLC/PFC)		
General Applicable Charges (GAC, includes edc + idc + ffc + stp + eec)*		
Garage / Covered Car Parking Charges		
Power Back Up Charges		
Club Membership Charges		
Total		

* edc = External Development Charges, idc = Internal Development Charges, ffc = Fire Fighting Charges, stp = Sewage Treatment Plant, eec = External Electrification Charges

3. Payment Schedule:

Stage of development works and completion of Unit	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

Note:

1. Amount reflected above is exclusive of GST, interest, stamp duty and registration charges.
2. The Developer offers various payment plans and the Allottee(s) has the option to choose the plan he wishes to opt as per his convenience.

In addition to the Total Price, Allottee(s) shall be required to make the payment towards following:

- a) All taxes, including but not limited to GST or any other similar taxes which may be levied, in connection with the construction of the Said Project.

- b) Interest free maintenance security, upfront maintenance charges, documentation charges, stamp duty, registration charges, One time Lease/Ground Rent, Urban Development Tax, electricity connection charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit
- c) Interest free maintenance security is Rs. ____ payable at the time of Possession.
- d) Allottee shall sign the standard Agreement for Sale as and when requested by the Developer to do so.

GST No: _____

RERA Registration No: _____

With Regards

For _____

(Authorised signatory)

