भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

3 SEP 2019

कार्यी. उपकोषाधिकारी
किशनगढ़ (अजमेर)

राजस्थान स्टाम्प अधिनियम, 1998 के अंतर्गत स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क)-10% रु.	10
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख)-10% रु.	10
कुल रु.	20

हस्ताक्षर स्टाम्प वेण्डर

AT 227991

Affidavit cum Declaration

I, **Bharat Agarwal** Son of **Sh. Raj Kumar Agarwal** aged 22 Regd. **Subhash Colony, Kataria Transport, Madanganj-Kishangarh Ajmer 305801** In duly authorized by the promoter, M/s **Sunderam Buildhome Pvt. Ltd.**, do hereby solemnly declare, undertake and state as under:

1. That our project "**Sunderam**" registration number **RAJ/P/2018/840** situated at **542/5, Madanganj-Kishangarh Ajmer - 305801 Rajasthan** registered under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.
4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.
5. That if any contradiction arises in the future promoter will be responsible for it.

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal
Director/Manager

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स्टाम्प विक्रेता: अंशुल अग्रवाल लाईसेन्स नं. 25/07

दिनांक 13.09.2019 मुद्रांक राशि 100/-

रजि. क्रम संख्या 7092

क्रेता का नाम – सुन्दरम बिल्ड होम प्रा.लि.

पता – मदनगंज किशनगढ़

प्रयोजन – शपथ पत्र

हस्ते की दशा में क्रेता का नाम व पता – बलवीर सिंह पुत्र मूल सिंह

ग्राम मुण्डोलाव जिला अजमेर UID : 2745 0613 8208

विक्रेता के हस्ताक्षर.....

क्रेता के हस्ताक्षर.....

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185

Deponent

Verification

I, **Bharat Agarwal** Son of **Sh. Raj Kumar Agarwal** aged **22** Regd. **Subhash Colony, Katarla Transport, Madanganj-Kishangarh Ajmer 305801** In do hereby that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Kishangarh on this 12th day of September 2019.

Deponent

For Sunderam Buildhome Pvt. Ltd.

Bharat Agarwal

Director/Manager

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



Agreement for Sale

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

1. Parties to this Agreement:

M/s Sunderam Buildhome Pvt. Ltd. (CIN No. U70100RJ2017PTC058693) a private limited company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Subhash Colony, Kataria Transport, Madanganj, Kishangarh, Ajmer-(305801) and its PAN No. is AAZCS0236L represented by its authorised signatory/ Director Mr. Bharat Agarwal S/o Rajkumar Agarwal (Aadhar No. 9335 1605 8676) authorized vide Board resolution dated 31st day. of December 2018 hereinafter referred to as the **"Promoter"** or **"Seller"** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its assignees, legal successor(s) in interest) of the **ONE PART**.

AND

[if the allottee is an individual]
Mr./Mrs./Ms..... son/daughter/wife of Mr. ..... aged about ..... years, R/o..... (Aadhar No. .....) (PAN .....) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

Or

[if the allottee is a partnership firm]
M/s ..... a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal
Director/Manager

place of business at .....(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated ..... passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

Or

[if the allottee is a company] M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at .....and its PAN is..... through Mr. .....(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated ..... (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

Or

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

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

1. INTERPRETATIONS/ DEFINITIONS:

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

1.1. **"Act"** means the Real Estate (Regulation and Development) Act, 2016;

1.2. **"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

For Sunderam Buildhome Pvt. Ltd.
Director/Manager

Laws, Jaipur Development Act, 1959, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction/ sale of the Project.

1.3. **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said project is to be developed along with any/all variations/amendments/changes to be made by the promoter as per the applicable laws and provisions of the Act and rules and regulations thereon.

1.4. **"Association of Allottees (AOA)"** shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub-section (4) of section 11 of the Act.

1.5. **"Built-up area"** means the sum of area of the Apartment/flat. It shall include area encompassed within the walls of Apartment/flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;

1.6. **"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. 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);

1.7. **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities, equipment and spaces in the Project meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule 10** attached hereto.

For Sunderam Buildhome Pvt. Ltd.
Director/Manager

1.8. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

1.9. **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below).

1.10. **"Interest Rate"** means the State Bank of India Highest Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

1.11. **"Maintenance Agency"** shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said project.

1.12. **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

1.13. **"Para"** means a Para of this Agreement;

1.14. **"Project Land"** shall mean land admeasuring 5530.70 sq. mtr. and there about lying and situated at Khasra No. 542/5, Village- Madanganj, Tehsil Kishangarh, District Ajmer, (Rajasthan) on which the Project is being developed and is demarcated and shown in ***Schedule-1 Part A***.

1.15. **"Project"** shall mean and include the multi-storied building having Ground + 4 Floors constructed, along with all the units, parking spaces, common areas and facilities and facilities, open spaces etc. and all that is constructed/ to be constructed and there about lying upon the land and collectively named as **'Sunderam'.**

1.16. **"Regulation"** means the Regulation made under the Act as amended from time to time.

For Sunderam Buildhome Pvt. Ltd.
Director/Manager

1.17. **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.

1.18. **"Schedule"** means the Schedule attached to this Agreement.

1.19. **"Section"** means the section(s) of the Act.

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

2. WHEREAS THE PROMOTER DECLARES THAT

2.1. The Promoter is in lawful possession of the land situated at Khasra No. 542/5, Village Madanganj, Tehsil Kishangarh, District Ajmer, (Raj.) with a total area admeasuring of 5530.70 square meters (hereinafter referred to as ***"Project Land"*** and more fully described in the ***Schedule 1 Part A***).

2.2. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from Smt. Reena Jamad W/o Kalu singh Jamad, as stated in provisional allotment letter dated 01.05.2018. On basis of Provisional allotment letter issued by Reena Jamad in favour of the Promotor company to get absolute right, title and possession of above property and get Lease Deed from Nagar Parishad Kishangarh. Thereafter a Lease deed dated 20.07.2018 been executed by and between the Promoter and Nagar Parishad, Kishangarh, wherein after the payments made, the land is perpetual lease hold property and permission for use of land for Residential purpose was granted under Rule 03 A of Chief minister Jan Awas Yojana, 2015. The above Lease Deed is duly registered on 25.07.2018, at the office of Sub-Registrar Kishangarh, at Book No. 1, Volume No. 821, Page No.38, Serial No. 201803006104023, in Additional Book No. 1, Volume No. 2562, Page Nos.419 to 428.

The detailed title record of the land is as follows:-
Land bearing Khasra No. 542/1 Rakba 09 Bigha 15 Biswa, Village Madanganj, Tehsil Kishangarh, District Ajmer was purchased jointly in equal proportion by Smt. Reena Jamad W/o Kalusingh Jamad and Smt. Usha Jain W/o Surendra Singh Mahnoth from Smt. Sugni Devi W/o Badrilal Mali vide sale deed dated 29.12.2005, registered on 30.12.2005 in the office of Sub-Registrar, Ajmer I, at Book No. 1, Volume No. 395, Page No. 129, Serial No. 2005004729, in Additional Book No. 1, Volume No. 860, Page Nos. 259 to 268.

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal
Director/Manager

Thereafter Smt. Reena Jamad W/o Kalu singh Jamad sold ¼ of her portion of the land (that is 01 Bigha 04 Biswa), bearing Khasra No. 542/1 Rakba 09 Bigha 15 Biswa, Village Madanganj, Tehsil Kishangarh, District Ajmer to Kumari Madhuraj Gehlot vide sale deed dated 11.02.2009, registered on 11.02.2009 in the office of Sub-Registrar, Kishangarh, at Book No. 1, Volume No. 471, Page No.74, Serial No. 2009000644, in Additional Book No. 1, Volume No. 1163, Page Nos. 143 to 153.

Thereafter the remaining portion of the said land of Smt. Reena Jamad W/o Kalu singh Jamad and Smt. Usha Jain W/o Surendra Singh Mahnoth was recorded in name of Smt. Reena Jamad W/o Kalu singh Jamad as recorded in Jamabandi vide mutation no. 1787 dated 11.05.2010 with Khasra No. 542/5, Rakba 03 Bigha 13 Biswa 10 Biswansi, Village Madanganj, Tehsil Kishangarh, District Ajmer.

Thereafter, an application for change of use of agricultural land for non-agriclutural purposes under Section 90A of Rajasthan Land Revenue Act, 1956 with respect to the said land was made by Smt. Reena Jamad W/o Kalu singh Jamad to Authorised Officer, Nagar Parishad, Kishangarh. The permission was granted by the competent Authority vide order No. नपकी/कृ.भू./नि.(277)2014/2499 dated 24.07.2014.

2.3. The said Project land is earmarked for the purpose of Residential project, comprising of 232 apartments, 8 Commercial Shops and a commercial space, the said project shall be known as **"Sunderam"**.

2.4. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

2.5. The Promoter company decided to build the multi story building under the scheme of Chief Minister Jan Awas Yojna 2015. For the same they been granted construction map by the empanelled Architect who has been duly empowerd by ministry of urban development and housing vide its order number प.10 (7)नविवि/नविवि/2009 पार्ट-III Gaurav Agarwal dated 09 June 2017 for approving building plans, has granted the Building Plan Approval to develop the Project for height up to 19 meters height (G+5 floor) vide letter dated 31.05.2018 under said scheme Chief Minister Jan Awas Yojna 2015 Mr.

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal.
Director/Manager

Gaurav Agarwal Director M/s Spaces Prime Reality Pvt. Ltd. 23, Krishna Vihar, Gopalpura Bypass Jaipur (Above Architect been empanelled in above scheme vide bearing no. CA/07/39734 dated 7TH JUNE 2017) After the Map been built by empanelled Architect above Promoter submitted that map to the Nagar Parishad, Kishangarh and deposited necessary charges vide receipt No. 6 book No. 1172 dated 2.7.18 . The Promoter company has revised its construction maps by the empanelled Architect who has been duly empowerd by ministry of urban development and housing vide its order number F-10 (7)UDH/3/2010 Part-III Gaurav Agarwal dated 09 June 2017 for approving building plans, has granted the Building Plan Approval to develop the Project for height up to 15 meters height (G+4 floor) vide letter dated 31.08.2019 under said scheme Chief Minister Jan Awas Yojna 2015.

2.6. The Nagar Parishad Kishangarh has granted the commencement certificate to develop the Project vide its approval number नपकी/कृ.भू./नि.(277)2014/2499 dated 24.07.2014.

2.7. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **"Sunderam"** after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 5530.70 sq. mtr. situated at Khasra No. 542/5, Patwar Halka Madanganj, Madanganj, Tehsil Kishangarh, District Ajmer, (Raj.). The location details are fully described in the ***Schedule 1 Part A.***

2.8. The Project has been registered with the Real Estate Regulatory Authority on 05.11.2018 and the Project Registration Certificate No. is RAJ/P/2018/840. This registration is valid for a period of 4 years commencing from 05.11.2018 and ending with 20.10.2022 unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.rera.rajasthan.gov.in) of the Authority.

2.9. Approval of Specifications of the Said Project and permission of building construction up to 15 meters height (G+ 4 Floors), 8 Commercial Shops and a commercial space under the relevant legal provisions has been accorded vide

For Sunderam Buildhome Pvt. Ltd.
Director/Manager

Letter No. _____/_____/__-____ dated _____ by the Nagar Parishad, Kishangarh. The Specifications of the Project are specifically mentioned in ***Schedule 3***.

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

2.10. The details of Floor plan of the apartment is given in ***Schedule 2.***

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

2.12. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project, are specifically mentioned in ***Schedule 5.***

2.13. The details of other external development works to be taken for the project are specifically mentioned in ***Schedule 6.***

2.14. The details of specifications of material used in construction are specifically mentioned in ***Schedule 7.***

2.15. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is specifically mentioned in ***Schedule 8.***

2.16. Fire NOC for the Project is applicable - **Yet to be received.**

2.17. The Airport Authority of India has NOC for height clearance for the Project is not applicable

2.18. Environmental Clearance from the department concerned is not applicable.

2.19. NOC from Public Health & Engineering Department is not applicable.

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal.
Director/Manager

2.20. The Promoter has opened a separate account in _____ at **Krishangarh Branch** for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

2.21. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment. The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in this agreement. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2.22. The Promoter has made full and true disclosure of the title of the said property as well as the encumbrances. The Promoter has also disclosed to the Allottee(s) nature of its right, title and interest or right to construct building(s). Promoter has given inspection to the Allottee(s), of all the documents of title relating to the said project and also the plans, designs and specifications of the said buildings prepared by the Architect and of such other document as are specified under the Act, rules and regulations made there under.

2.23. The Promoter herein has requested to the Allottee(s) to carry out independent search by appointing their own attorney/advocate and to ask queries regarding the marketable title, rights and authorities of the Promoter.

2.24. The Allottee(s) has satisfied himself in respect of marketable title, authorities, all the facts and rights of the Promoter as described in this agreement. The Allottee(s) hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said property and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said property and buildings to be constructed without affecting the rights granted in favor of the Allottee(s) in respect of the unit agreed to be purchased by him as per the terms of this Agreement.

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal
Director/Manager

2.25. That the Allottee(s) understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.

2.26. The Allottee(s) has applied for an apartment in the Project vide application no. ..... dated ..... and has been allotted apartment no. ..... having carpet area of ..... square feet, type ....., on .... floor in [tower/block/building] no. ..... ("Building") along with _____garage/covered parking as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit/Apartment" more particularly described in ***Schedule 1 Part B*** and the floor plan of the apartment is annexed hereto and marked as ***Schedule 2.***

2.27. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

2.28. 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;

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

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

1. TERMS

i. Subject to the terms & conditions as detailed in this Agreement, the Promoter/Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment.

ii. The Total Price for the Apartment with full break up is more particularly described in ***Schedule 9 Part A***.

iii. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.

For Sunderam Buildhome Pvt. Ltd.
Director/Manager

iv. The Total Price above excluded from Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) as per taxes law the promoters is providing services to the allottee so the service taxes is payable by above allottee upto the date of the handing over the possession of the Apartment/ Unit to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

v. All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.

vi. IFMS /Maintenance Deposit shall be transferred to the Maintenance Society or its nominee at the time of handing over the maintenance of common areas and facilities to the Maintenance Society without any interest. IFMS shall be non refundable in all respect.

The Promoter shall periodically intimate to the Allottee(s) through E-Mail/ written Notice by Registered AD the amount payable as stated in **Part A Schedule 9** and be paid in the manner provided in **Part B Schedule 9** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

vii. The Total Price of unit includes price of land, construction of, not only the Unit but also, internal development charges, external development charges, cost

For Sunderam Buildhome Pvt. Ltd.

Bharat Agarwal

Director/Manager

of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the Unit, the right to use the common areas, lift, , fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.

viii. The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

ix. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees.

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

xi. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the

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Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of at the same rate per sq. ft. of Carpet Area as mutually agreed by the parties at the time of agreement. The Carpet area shall always be measured from brick to brick and balcony dimensions shall be up to the outer edge of the balcony slab.

xii. The Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment;
(ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment. The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.

xiii. It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____(No. of Parking) garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project

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is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

xiv. The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

xv. The allottee expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.

2. **MODE OF PAYMENT:** Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of M/s Sunderam Buildhome Pvt. Ltd. payable at **Krishangarh.**

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever. The Promoter may demand for an administrative handling charge of Rs 500

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**'FEMA'**), Reserve Bank of India Act, 1934 (**'RBI' Act**) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any

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refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this 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 the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only and in case of cancellation by any such allottee, refund in terms of this agreement shall be made only to allottee.

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

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

5. **TIME IS ESSENCE** :

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society.

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It is irrevocably agreed by the Allottee that promoter may request for the extension of the Registration/duration of completion of the project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the promoter in this respect and in that case schedule date for the completion of the project shall be considered the date as extended by the Authority.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. ***Schedule for possession of the said Apartment***:–

The Promoter agrees and understands that timely delivery of possession of the Apartment/ Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 20.01.2022 , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee

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agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. ***Procedure for taking possession***:- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Unit, as the case may be, to the Allottee at the time of conveyance of the same.

7.3. ***Failure of Allottee to take possession of Apartment:-*** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4. ***Possession of the Allottee***:- After obtaining the Occupancy certificate and handing over physical possession of the Apartment/unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:
Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

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

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

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

Provided that where if the Alloottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of dealy, till the handing over of the possession of the Apartment/ unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warranties to the Allottee(s) as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

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(iii) There are no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;

(iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;

(x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

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

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

(i) The Promoter fails to provide ready to move in possession of the Apartment/ Flat to the Allottee(s) within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of default by the Promoter under the conditions listed above and subject to the condition that there is no default on part of allottee Allottee(s) is entitled to the following:-

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

(i) On the occurrence of failure on the part of the Allottee(s) to make payment of any 2 consecutive installment as per the Payment Plan, despite having been issued notice in that regard;

(ii) delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;

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(iii) After the issuance of Offer Letter, 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, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;

(v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);

(vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

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

a) In case of default mentioned in (i) above, The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;

b) In case of default mentioned in (ii) above, The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;

c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. of the super built up area of the apartment on monthly basis; (d) taxes (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts is recovered;

d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;

e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :

(i) The Booking Amount;

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(ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
(iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter, on receipt of total price of the Apartment (Including interest on delayed payment and other charges as stated in para (v) of Clause 1, as applicable) under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Apartment to the allottee together with proportionate indivisible share in the Common Areas to the Association of Allottee within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be:

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

Provided further that, in case the allottee fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the maintenance society.

It shall be the duty of the Maintenance Society to take over the maintenance of the project within 2 months from the date of receipt of completion certificate or offer made by promoter to Maintenance Society in this respect.

Maintenance Society with the main object to take over from the Promoter, the responsibility of maintenance of common areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Allottee agrees and

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undertakes that he shall be abide by and comply with the bye-laws and rules and regulations of such maintenance Society. After the Promoter hand over the management/ maintenance of the common areas to the Association of Allottees Society then it shall be the sole responsibility of the Society, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and the Allottee agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and other dues to the Society from time to time regularly.

The allottee shall not raise any objection, if any changes or modifications are made in the draft bylaws of the owner's association as may be required by the registrar of society or other competent authority.

The allottee agrees that if at any time under any law/order or if the promoter/maintenance agency/owner's association may think necessary to insure the land title /building/apartment/project, the charges towards the same shall be paid by the allottee proportionately.

The allottee agrees that his right to use of common areas and facilities of the project shall be subject to timely payment of total maintenance charges and performance by the allottee of all his obligations in respect of the terms and conditions specified under this agreement as well as the owner's association from time to time.

The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the

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promoter shall not be liable as stated above in case of any other defect pointed by the allottee, The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act.

However, in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or and/ or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damaged caused due to force majeure shall not be covered under defect liability period.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as 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 sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

15. CLUB HOUSE FACILITIES: The Promoter has/ shall design a club house with facilities consisting of community , health club etc. The club house shall be run and maintained exclusively by the maintenance agency. The maintenance agency shall be entitled to make the rules and regulations for use of club facilities and the allottee undertakes to abide by such rules and regulations. The allottee shall be entitled to use the Club House subject to payment of operation charges, usage charges etc. in respect of the Club House as decided by the maintenance agency from time to time along with applicable taxes and subject to the terms and conditions of the Sale Deed executed in favor of the Allottee and the bye-laws of Club House. Any allottee being a defaulter in terms of paying usage charges/ maintenance charges against the services availed in the

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club house shall not be allowed to use the services and facilities of the club house and the decision of maintenance agency shall be final in such an event.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

16.1. Subject to Term 12 above, the allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

16.2. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building and the Promoter/AOA shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. The allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

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

For Sunderam Buildhome Pvt. Ltd.

Director/Manager

Non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

16.5. The Allottee understands and agrees that the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as residential flat subject to the specific condition that the Allottee shall have no right to use the unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.

16.6. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts/ Facility in the Building.

16.7. The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.

16.8. The Allottee shall not at any time demolish the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof. The allottee may, however, make suitable changes in the said unit and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said unit & architectural aspect thereof but only with the prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.

16.9. That the allottee shall carry out day-to-day maintenance of the said unit and fixtures and fittings installed therein including painting, polishing of interiors,

For Sunderam Buildhome Pvt. Ltd.

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electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said unit at its own costs without affecting and disturbing other unit holders.

16.10. The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.

16.11. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.

16.12. The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter/AOA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within _____days from the date of notice in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said unit and such demands shall be treated as unpaid consideration of said unit and the Promoter shall have first charge/ lien on said Apartment for recovery of such demands from the Allottee.

16.13. The Allottee undertakes not to sub-divide the said unit, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the allottee shall also be bound by the terms and conditions of this agreement.

16.14. The allottee understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and

For Sunderam Buildhome Pvt. Ltd.

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Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by allottee in proportion to the carpet area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay such proportionate amount of tax.

16.15. The allottee agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of the land/ building / apartment /project, the charges towards the same shall be paid by the allottee proportionately as may be demanded by the Promoter in future.

16.16. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

i. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee , failing which, the delay payment charges shall be applicable.
iv. In case of default in repayment of dues of the financial institution/agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the allottee.

16.17. The Allottee understands that the project comprises of open and covered parking spaces spread across the Project. For day today comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Open parking will be given to residents who have not availed the option of covered parking (garage). Further, the Allottee understands and agrees that every Allottee will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The Allottee agrees that the Parking

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space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said unit under any of the provisions of this Agreement.

16.18. The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

16.19. The Allottee expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.

16.20. Electricity Connection:

i. That the allottee shall be required to get and maintain separate electric connection for the said premises in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The allottee shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him.

ii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.

iii. Electric charges for the separate meter installed for common facility like lift, tube well, parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter /AOA.

16.21. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.

16.22. The allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the unit and the building/project or lead to increase in premium payable in respect of the insurance of the building/project and/or the unit.

For Sunderam Buildhome Pvt. Ltd.

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16.23. That if the allottee intends to carry out the interior adaptations and interior works in the unit, he shall seek prior permission of the promoter/owner's association, which shall permit the same subject to appropriate conditions.

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

16.25. The promoter shall have exclusive right over the parapet walls and all outer walls of the building and/or project including all elevation features and shall always be entitled to use the same in any manner without the hindrance of the allottee/owner's association. The promoter shall be exclusively entitled to install signage, hoardings, advertisement and/or perform any kind of branding activities for any of its project at any suitable place in the project and the allottee/ owner's association shall not have any objection to it.

16.26. Allottee understands that after the possession of the premises/building is handed over or after getting the completion certificate of the building from concerned local authority if any, work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Purchaser in co-operation with the Purchaser/s of the other flats in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

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

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

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment, Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment, Building.

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the

For Sunderam Buildhome Pvt. Ltd.

Director/Manager

Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar **Krishangarh/Ajmer** (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at Its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including

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waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

For Sunderam Buildhome Pvt. Ltd.

Director/Manager

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

M/s Sunderam Buildhome Pvt. Ltd.	Allottee(s) name
Address Subhash Colony, Kataria Transport, Madangang, Kishangarh, Ajmer-(305801)	Address.....

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

29. JOINT ALLOTTEE:

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

30. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

31. JURISDICTION: That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

32. DISPUTE RESOLUTION: All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal.
Director/Manager

Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

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

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

33. **ASSIGNMENT:** The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his/ her nominee(s). It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said Flat arising from the allotment of the said Flat. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the Flat shall be liable to pay Transfer Fee of Rs. 100/- (Rupees One Hundred only) per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the flat to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the Flat is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from

For Sunderam Buildhome Pvt. Ltd.

Bharat Agarwal

Director/Manager

the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

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

a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

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

36. **VALUATION FOR STAMP DUTY:** That this being an Agreement to sell without possession and total sale consideration is Rs. ..... on which the stamp duty

For Sunderam Buildhome Pvt. Ltd.
Director/Manager

of Rs. ..... is being paid vide_____ dated _____.

37. That this Agreement has been executed in duplicate. One copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.

38. That all Annexures and Schedules annexed with Agreement are integral part of this Agreement.

39. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on the day, date and place mentioned above.

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

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

PROMOTER For and on behalf of M/s **Sunderam Buildhome Pvt. Ltd.**

For Sunderam Buildhome Pvt. Ltd.

Director/Manager

Name – Mr.Bharat Agarwal Signature Designation – Director
WITNESSES 1- Signature Name Address 2- Signature Name Address

Schedule-1

Part A

(Details of land holdings of the Promoter and location of the Scheduled Land)

The piece and parcel of the plot of land admeasuring 5530.70 sq. mtr. and there about lying and situated at Khasra No. 542/5, Rakba 03 Bigha 13 Biswa 10 Biswansi, Village Madanganj, Tehsil Kishangarh, District Ajmer (305801), Bounded on the:-

In North .....
In South .....
In East .....
In West .....

Other details of the location of the Project

Part B

Description of flat/unit

Application No.	
Apartment No.	
Carpet Area	
Floor	
Tower /block/building No.	

Built Up Area
Super Built up area

Schedule 2

For Sunderam Buildhome Pvt. Ltd.
Bharat Agarwal
Director/Manager

Floor Plan of the Apartment and Block/Tower in the said project

Schedule 3
(Specifications of the Project)

The building consist of total 232 apartments, 8 Commercial Shops and a commercial space , out of which 192 flats are LIG 2BHK and 40 flats EWS 1BHK

Schedule 4
(Detailed Plan of Development Works to be undertaken)

1. Fire Fighting Facilities
2. Water Supply
3. Power Backup
4. Electric Supply

Schedule 5

(Detailed of salient features of the Proposed Project)

1. Strom Water Drainage System.
2. Outdoor gaming court for children
3. Walk-Way/jogging Track
4. CCTV Camera
5. Garden
6. Free Scooter Parking
7. Guard Room
8. Temple
9. Designer Entry Gate
10. Wi-fi facility

Schedule 6

(Other External Development Works)

1. Roads
2. Footpath

For Sunderam Buildhome Pvt. Ltd.

Director/Manager

3. Water Supply
4. Sewers
5. Drains
6. Tree
7. Common Area Lighting
8. Fire Fighting Requirements
9. Rain Water Harvesting

Schedule 7

(Details of Specifications of Material used in construction)

S.NO.	Description	Details
1	Foundation	R/R Stone Masonry to be laid over cement conc. Bed/RCC footings/ columns and beams
2	Superstructure	Brick Masonry in cement and sand mortar/ RCC footings/ columns and beams
3	Roofing	RCC Slab roofing
4	Flooring	Vertified Tiles
5	Joinery	Wooden/ M.S. doors and windows/ railing
6	Services	Electrical/Sanitary/Plumbing works are to be done as per standard specifications.

Schedule 8

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

Stage	**Date by which the works are proposed to be completed**	**Details of works to be Completed**
Completion of Structure of Building	30 Months from the date of commencement of development work	Foundation and Structure of the Building
Completion of Development works (Internal/External Development Works)	12 Months from the date of completion of structural work	Brick Works, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Window, Electrical Wiring, Fitting & Testing, Internal Paint & External Paint, Fire-Fighting, Lift

For Sunderam Buildhome Pvt. Ltd.

Director/Manager

Finishing	6 Months from the date of completion of development work.	Final Finishing

Schedule-9

Part A

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

Note 1: *Unit Price includes Basic Sale Price*

a. Basic Sale Price:-

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

b. Additional charges:-

S.no	Particulars	Amount
1.	Club Membership Fees	
2.	Electrical equipment Charges and Fire Fighting Equipment Charges	
3.	Gas bank connection charges	
4.	Charges towards government water supply	
5.	Freehold Charges	
6.	External Development Charges	
7.	Sewer and storm water drainage connection	
8.	Prime location charges	

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TOTAL	

c. Other Payments:-

S.no	Particulars	Amount
1.	Maintenance Charges / IFMS	
2.	Taxes and duties	
	TOTAL	

Total price includes Unit Price and other Payments
Total Price of the apartment is Rs._____ (In words_____)

***[Note 2:** the effect of reduction in rate of tax on supply of Goods or services or the benefit of input tax credit had been considered in the price of the unit. The allottee has understood the same and will not raise any objection in this regard.]*

Part B

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

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

Balance Payment Schedule: The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs...../- (Rupees .....

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Schedule 6

(Other External Development Works)

1. Roads
2. Footpath
3. Water Supply
4. Sewers
5. Drains
6. Tree
7. Common Area Lighting
8. Fire Fighting Requirements
9. Rain Water Harvesting

Schedule 7

(Details of Specifications of Material used in construction)

S.NO.	Description	Details
1	Foundation	R/R Stone Masonry to be laid over cement conc. Bed/RCC footings/ columns and beams
2	Superstructure	Brick Masonry in cement and sand mortar/ RCC footings/ columns and beams
3	Roofing	RCC Slab roofing
4	Flooring	Vertified Tiles
5	Joinery	Wooden/ M.S. doors and windows/ railing
6	Services	Electrical/Sanitary/Plumbing works are to be done as per standard specifications.

Schedule 8

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

Stage	**Date by which the works are proposed to be completed**	**Details of works to be Completed**
Completion of Structure of Building	30 Months from the date of commencement of development work	Foundation and Structure of the Building
Completion of Development works	12 Months from the date of completion of structural	Brick Works, Internal Plaster, Tiles Work,

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Director/Manager

(Internal/External Development Works)	work	External Plaster, POP Work, Door Shutter Fitting, Window, Electrical Wiring, Fitting & Testing, Internal Paint & External Paint, Fire-Fighting, Lift
Finishing	6 Months from the date of completion of development work.	Final Finishing

Schedule-9

Part A

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

Note 1: *Unit Price includes Basic Sale Price*

a. Basic Sale Price:-

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

b. Additional charges:-

S.no	Particulars	Amount
1.	Club Membership Fees	
2.	Electrical equipment Charges and Fire Fighting Equipment Charges	
3.	Gas bank connection charges	
4.	Charges towards government water supply	

For Sunderam Buildhome Pvt. Ltd.

Director/Manager