

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDIC

राजस्थान RAJASTHAN

कोषाधिकारी, कोटा

01 FEB 2019

राजस्थान

AFFIDAVIT

I, Secretary, Urban Improvement Trust, Kota having office at UIT Building, CAD Circle, Dadabari, Kota-324009 promoter of proposed project / duly authorized do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "BHADANA AFFORDABLE HOUSING SCHEME", KOTA to be developed on Kh.no.-46, 47,48,50,51 situated at Revenue village-Bhadana under the provision of 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 from G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for sale is not derogation of or inconsistent with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
4. That if any contradiction arises in the future the deponent will be responsible for it.

Deponent

नगर विकास न्याय, कोटा

Verification

I, Secretary, Urban Improvement Trust, Kota having office at UIT Building, CAD Circle, Dadabari, Kota-324009 promoter of the proposed project / duly authorized do hereby that the content in para No.01 to 04 of my above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at 29 on this 3 Day of 2019

ATTESTED
Secretary
29/3/19
(SATYA NARAYAN)
Notary, KOTA Distt. Kota (Raj.)

Deponent

नगर विकास न्याय, कोटा



नगर विकास न्यास, कोटा

क्रमांक :- एफ11/नविन्या/लॉटरी/2018-19/

दिनांक:

-:आवंटन पत्र:-

श्रीमती/सुश्री/श्री

पति/पुत्री/पुत्र श्री

निवासी :-

आधार क्रमांक:-

आवंटी का
नवीनतम
फोटोग्राफ

विषय :- अफोर्डेबल हाउसिंग पॉलिसी 2009 के तहत विकसित भदाना अफोर्डेबल आवासीय योजना (जी+2) में अल्प आय वर्ग (LIG) का आवास क्रमांक का आवंटन पत्र।

सन्दर्भ :- आपका आवेदन पत्र क्रमांक..... एवं वरियता क्रमांक.....के सन्दर्भ में।

महोदय/महोदया,

अफोर्डेबल हाउसिंग पॉलिसी 2009 के तहत विकसित भदाना अफोर्डेबल आवासीय योजना (जी+2) में आपको लॉटरी द्वारा अल्प आय वर्ग (LIG) का आवास संख्या आवंटित किया गया है। आपको उक्त आवास के आवंटन हेतु निम्नांकित शर्तों के आधार पर आवंटन पत्र जारी किया जाता है :-

1. आपको आवास राजस्थान नगर सुधार अधिनियम, नगरीय भूमि निष्पादन नियम 1974 तथा Real Estate (Regulation & Development) Act, 2016 Rajasthan Real Estate (Regulation & Development) Rule 2017 के अन्तर्गत समय-समय पर बनाये गये नियमों तथा उपनियमों के अन्तर्गत आवंटित किया गया है जो 99 वर्षीय पट्टेदारी के आधार पर है। आपको निम्नानुसार लागत पर आवास का आवंटन किया गया है-

आवास संख्या	आवास का क्षेत्रफल (सुपर बिल्टअप वर्गफुट में)	आवास की कुल कीमत	सोसायटी शुल्क	टाईप डिजाईन शुल्क	कुल राशि

2. आवंटन पत्र जारी होने तिथि से 1 माह की अवधि में आवंटी को न्यास कार्यालय में आवेदन कर आवास का कब्जा-पत्र प्राप्त करना होगा। इसके पश्चात् कनिष्ठ अभियंता से संपर्क कर आवास का भौतिक कब्जा प्राप्त करने की जिम्मेदारी आवंटी की होगी। इसके अतिरिक्त आवंटी को एक माह में आवास में निवास का शपथ पत्र एवं अन्य सरकारी दस्तावेज जैसे नल, बिजली का बिल इत्यादि दस्तावेज न्यास कार्यालय में प्रस्तुत करने होंगे।
3. नगर विकास न्यास द्वारा कब्जा प्राप्ति के 1 माह बाद भौतिक सत्यापन करवाया जाएगा। स्वयं आवंटी के निवास करते नहीं पाए जाने की स्थिति में आवंटन निरस्त किया जा सकता है जिसकी संपूर्ण जिम्मेदारी आवंटी की होगी।

1/चिव

नगर विकास न्यास, कोटा

क०प०उ०

4. स्वामित्व हेतु आवास आवंटन के पश्चात् नियमानुसार देय लीज मनी (नगरीय कर) आरक्षित दर की 2.50% प्रतिवर्ष अग्रिम जमा करवानी होगी। प्रत्येक 15 वर्ष पश्चात् एवं हस्तान्तरण पर नगरीय कर में 25% वृद्धि स्वतः ही हो जायेगी। निर्धारित अवधि तक नगरीय कर जमा नहीं करवाने पर 15% ब्याज देय होगा। आठ (8) वर्ष का नगरीय कर एकमुश्त जमा करवाने पर भविष्य में नगरीय कर में छूट प्रदान कर दी जावेगी।
5. आवास केवल रिहायशी प्रयोजन हेतु उपयोग में लिए जावेंगे। आवास में आवंटी किसी प्रकार का अनाधिकृत निर्माण नहीं करा सकेगा एवं न ही अन्य कोई अनाधिकृत/वाणिज्यिक उपयोग करेगा। इस प्रावधान का उल्लंघन करने पर राज्य सरकार/नगर विकास न्यास को आवंटित आवास निरस्त कर जमा राशि जब्त करने के समस्त अधिकार होंगे।
6. आवंटी द्वारा प्रस्तुत की गई सूचनाओं में कोई तथ्य गलत एवं नियमों के विरुद्ध पाये जाने पर आवंटन निरस्त कर दिया जावेगा तथा जमा राशि जब्त कर नियमानुसार कार्यवाही की जावेगी।
7. आवंटी द्वारा आवंटन की तिथि से 10 वर्ष की अवधि तक आवास का बेचान नहीं किया जा सकेगा। 10 वर्ष के पश्चात् भी न्यास की अनुमति से ही बेचान किया जा सकेगा। आवास का बेचान/शिकमी किरायेदार रहते पाये जाने पर आवंटन निरस्त कर समस्त राशि जब्त कर ली जायेगी एवं न्यास द्वारा आवास स्वयं के कब्जे में ले लिया जायेगा।
8. आवासों के ऊपर की छत पर किसी भी प्रकार का निर्माण नहीं किया जा सकेगा। आवासों की छत पर मालिकाना हक नगर विकास न्यास/रेजीडेन्ट वेलफेयर सोसायटी का रहेगा।
9. आवासीय इकाई से सम्बन्धित सामान्य क्षेत्रों के उपयोग, मरम्मत, देखभाल तथा सम्मिलित सेवाओं जैसे जीना आहाते की दीवार, बगीचे, खुले स्थान इत्यादि के प्रयोग तथा रख-रखाव के लिए प्रत्येक आवंटी को पंजीकृत संस्था का सदस्य होना होना अनिवार्य होगा। इस संस्था का गठन राजस्थान सरकार के नियमों तथा उपनियमों के अनुसार होगा। आवासों का कब्जा इसी शर्त पर दिया जावेगा एवं उपरोक्त नियमों का पालन किया जायेगा। रख-रखाव का खर्चा सोसायटी के माध्यम से आवंटी द्वारा वहन किया जावेगा। भविष्य में सोसायटी द्वारा रख-रखाव हेतु मांगी गई राशि आवंटी द्वारा जमा कराई जायेगी। नियमानुसार सोसायटी शुल्क जमा नहीं कराने पर आवास निरस्त किया जा सकता है। आवंटी को सोसायटी की सदस्यता ग्रहण करने हेतु कब्जा-पत्र प्राप्त करने से पूर्व पृथक से शपथ पत्र देना होगा। कब्जा प्राप्त करने के दौरान पति एवं पत्नी दोनों के आधार कार्ड की स्वप्रमाणित प्रति न्यास कार्यालय में जमा करवानी होगी।
10. आवास की सम्पूर्ण बकाया राशि जमा करवाये जाने तथा आवास निर्माण के पश्चात् आवास का भौतिक कब्जा प्राप्त करना होगा। कब्जा प्राप्ति की दिनांक से 12 माह के भीतर पंजीयन (रजिस्ट्री) नहीं कराने पर न्यास द्वारा 500 रु. प्रतिमाह तक पेनल्टी लगाई जावेगी। मांग राशि एवं लीज जमा कराने के पश्चात् न्यास द्वारा पट्टा विलेख (लीज डीड) जारी किया जावेगा। आवंटी को उप पंजीयक कार्यालय कोटा में न्यास द्वारा दी गई लीज डीड का पंजीयन करवाना आवश्यक होगा। इस संबंध में समस्त व्यय आवंटी को वहन करना होगा।
11. बैंक ऋण की स्थिति में बैंक द्वारा चाहे गये आवश्यक दस्तावेज/प्रमाण/आवंटन पत्र/रजिस्ट्री आवंटी स्वयं को बैंक में प्रस्तुत करने होंगे।
12. आवास जिस स्थिति में है उसी स्थिति में प्राप्त करना होगा।
13. न्यास द्वारा लीज डीड जारी करने की तिथि से 45 दिवस में उप पंजीयन कार्यालय में पंजीकृत कराकर पंजीकृत लीज डीड की प्रमाणित छाया प्रति न्यास कार्यालय में जमा करवाना आवश्यक है अन्यथा आवंटी से 2000/-रु. की शास्ति वसूली जावेगी।
14. किसी भी विवाद की स्थिति में न्याय क्षेत्र कोटा होगा।
15. शेष शर्तें न्यास के प्रचलित नियमों एवं आवेदन पुस्तिका में वर्णित शर्तों/बिन्दुओं एवं समय-समय पर राज्य सरकार/न्यास द्वारा निर्धारित नियमों एवं उपनियमों के अनुसार होगी। उक्त सभी शर्तें आवंटी को मान्य होगी।


सचिव
 नगर विकास न्यास, कोटा

Agreement for Sale

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

Affix Color
photograph
of the
authorized
signatory of
Authority
with
signature
across the
photograph

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

By and Between

URBAN IMPROVEMENT TRUST, KOTA a Body incorporated under the provisions of the RAJASTHAN URBAN IMPROVEMENT ACT, 1974 and having its registered office at and its corporate office at C.A.D CIRCLE, KOTA, RAJASTHAN-324009. and its PAN is AALU0110D, represented by its authorised signatory (Aadhar No) authorised vide board resolution dated hereinafter referred to as the "Trust" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

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

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

1. In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - (d) "Para" means a Para of this Agreement;
 - (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (f) "Regulation" means the Regulation made under the Act;
 - (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (h) "Schedule" means the Schedule attached to this Agreement; and
 - (i) "Section" means the section of the Act.
2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE TRUST DECLARES THAT,-

- A. The Trust is in lawful possession of the land khasara No. 46, 47, 48, 50, 51 of revenue village Bhadana with a total area admeasuring of 32475.00 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. The said land is earmarked for the purpose of a Residential project, comprising 540(288 LIG and 252 EWS) (G+2) flats apartment buildings and the said project shall be known as "BHADANA, AFFORDABLE HOUSING SCHEME situated at kh nos. 46, 47, 48, 50, 51 at Revenue Village Bhadana.

- C. The Trust is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Authority regarding the said land on which Project is to be constructed have been completed.
- D. The Empowered Committee has granted the commencement certificate to develop the Project vide approval number dated 16.01.2015.
- E. The Land is free from all encumbrances.
- F. The Trust has conceived, planned and is in the process of constructing and developing a real estate project known as 'BHADANA, AFFORDABLE HOUSING SCHEME', (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the Empowered Committee 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 32475.00 square meters situated at khasara No. 46, 47, 48, 50 & 51 of revenue village Bhadana situated in, Tehsil Ladpura District Kota. The location details are fully described in the Schedule-I.
- G. The Project has been registered with the Real Estate Regulatory Authority on (date) and the Project Registration Certificate No. is This registration is valid for a period of years commencing from and ending with unless extended by the Authority. The details of the Trust and Project are also available in the website (www.....) of the Authority.
- H. The layout plan/ site plan of the Project has been sanctioned on 25.09.2013 by the Empowered Committee, and copy of which is enclosed as Schedule-2.
- I. Approval of specifications of the Project and permission of building construction (upto G+2 floor) under the relevant legal provisions has been accorded on dated 16.01.2015 by the Empowered Committee. The specifications of the Project are as under :-
.....
.....
.....
- The Trust 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;
- J. The details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-3.
- K. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including drinking water facilities, street lights etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

.....
.....
.....
.....

L. 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 as under :-

.....
.....
.....
.....

M. The details of other external development works to be taken for the Project are as under :-

Roads, Drains, Parks, Street Light.

N. The details of specifications of material used in construction are as under :-

Cement, Reinforcement bars, Stone & sand.

O. 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 as under:-

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

P. Temporary fire NOC for the Project has been accorded by the..... vide No Dated NOT APPLICABLE

Q. The Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date..... NOT APPLICABLE

R. Environmental Clearance from the department concerned has been obtained of the Project.

NOT APPLICABLE

S. Public Health & Engineering Department has also given NOC for developing the Project

NOT APPLICABLE

T. The Trust has opened a separate account in Branch UIT Kota of Oriental Bank of Commerce, Kota for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.

- U. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Trust and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... 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 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.
- V. The Allottee has been allotted a flat in project vide Lottery/Auction No..... dated..... and has been allotted Apartment no. having carpet area of square feet, type, on floor in [tower/block/building] no. ("Building"), 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 "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.
- W. 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.
- X. 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;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Authority hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in para V.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Trust hereby agrees to sell to the Allottee(s) and the

Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para 'W'

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

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

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

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

Explanation:

- (i) The Total Price above includes the booking amounts/earnest money deposit/application money of Rs..... (Rupees.....) paid by the allottee to the Authority towards the Apartment as mentioned in Para 'W'.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Trust by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Trust, by whatever name called) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the Maintenance Society 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 Trust 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 Trust, which shall include the extension of registration, if any, granted to the said Project by the Trust, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Trust shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Trust within the time and in the manner specified therein. In addition, the Trust shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes, construction of, not only the Apartment but also, the common areas, internal development charges, taxes, cost of providing electric wiring, water line and plumbing, finishing with paint, tiles, doors, windows, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

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

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

- 1.4 As mentioned in para 'V' above, the Trust has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given below :-

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the Allottee

1.5 The Trust may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 0% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Trust.

1.6 It is agreed that the Trust shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

1.7 (Applicable in case of Apartment) The Trust shall confirm the final carpet areas that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate 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 Trust. If there is reduction in the carpet area than the Trust shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Trust may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

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- 1.8 Subject to Term No. 9.3 the Trust 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 Trust 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 construction of, not only the Apartment but also, the common areas, internal development charges, taxes, cost of providing electric wiring, water line and plumbing, finishing with paint, tiles, doors, windows, in the common areas, maintenance charges as per Term No.11 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.
- 1.9 It is made clear by the Trust and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Trust agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Trust 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 Trust agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the Trust or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such Trust or person.

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- 1.11 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Trust hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Trust within the time and manner specified therein.

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 the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Trust and the Allottee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Trust abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Trust, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at ----- .

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made 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 Trust with such permission, approval which would enable the Trust to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

- 3.2 The Trust accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Trust fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Trust immediately and comply with necessary formalities if any, under the applicable laws. The Trust shall not be responsible towards any third party making payment/remittances on behalf of

Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Trust shall be issuing the payment receipts in favor of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

The Trust 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 or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 Trust. The Trust 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 Trust 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 Trust shall constitute a material breach of this Agreement.

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7. **POSSESSION OF THE APARTMENT :**

- 7.1 **Schedule for possession of the said Apartment**— The Trust agrees and understands that timely delivery of possession of the Apartment 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 Trust assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- , 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 Trust shall be entitled to the extension of time for delivery of possession of the Apartment, 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 Trust to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Trust shall refund to the Allottee(s) the entire amount received by the Trust from the Allottee with interest within forty-five days from that date. The Trust shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Trust and the Trust shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession-** The Trust, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) 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 Trust within three months from the date of issue of occupancy certificate. The Trust agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Trust. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Trust / Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Trust shall handover the occupancy certificate of the Apartment, 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 Trust as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Trust by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Trust shall give possession of the Apartment 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 to the Allottee, it shall be the responsibility of the Trust 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 Trust shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Trust, the Trust 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 Trust to the Allottee(s) within forty-five days of such cancellation.

7.6 **Compensation** – The Trust 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 Trust fails to complete or is unable to give possession of the said Apartment (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 Trust 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, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

8. **REPRESENTATIONS AND WARRANTIES OF THE TRUST:**

The Trust hereby represents and warrants to the Allottee(s) as follows:

- (i) The owner of the Land is M/s..... has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Trust has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Trust 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 Trust 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 Trust 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 Trust confirms that the Trust 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 Trust shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Trust 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;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Trust in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Trust fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and

completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Trust'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 Trust under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Trust as demanded by the Authority. If the Allottee(s) stops making payments, the Trust 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 Trust 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 Trust, interest for the period of delay till the handing over of the possession of the Apartment, which shall be paid by the Trust to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for one consecutive demands made by the Trust as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Trust on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond three consecutive months after notice from the Trust in this regard, the Trust may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Trust shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

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

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

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

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT / PROJECT :

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

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 Trust as per this Agreement relating to such development is brought to the notice of the Trust within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Trust to rectify such defects without further charge, within thirty days, and in the event of Trust'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.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Trust/Maintenance Society shall have rights of unrestricted access of all common areas, and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Trust/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 service areas: - The 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 etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :**

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Trust and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** सचिव
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- 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.
17. **ADDITIONAL CONSTRUCTIONS:**
- The Trust 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.
18. **TRUST SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Trust 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.

19. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Trust does not create a binding obligation on the part of the Trust or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Trust. If the Allottee(s) fails to execute and deliver to the Trust 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 Trust, then the Trust 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.

20. **ENTIRE AGREEMENT:**

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

21. **RIGHT TO AMEND :**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said 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.

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

- 23.1 The Trust may, at least solve 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 waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Trust in the case of one allottee shall not be construed to be a precedent and /or binding on the Trust to exercise such discretion in the case of other allottees.
- 23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. **SEVERABILITY:**

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

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

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

26. **FURTHER ASSURANCES:**

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

27. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Trust through its authorized signatory at the Trust's Office, or at some other place, which may be mutually agreed between the Trust and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Trust or simultaneously with the

execution the said Agreement shall be registered at the office of the Sub-Registrar at----- (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----

28. **NOTICES:**

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

URBAN IMPROVEMENT TRUST, KOTA	Allottee(s) name
C.A.D CIRCLE, KOTA, Rajasthan-324009	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 Trust 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 Trust 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, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Trust under the agreement for sale, under the Act, the rules or the regulations made thereunder.

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31. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32. **DISPUTE RESOLUTION :**

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

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

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

33. OTHER TERMS AND CONDITIONS:

1. It is state that "as provided by Government of Rajasthan/ULB for discounted registration amount and loan on the house".
2. The Flat is allotted on Lease hold basis for a period of 99 years.
3. (a) Lessee/Purchaser is required to deposit Rs.(in words.....) as urban assessment amount with Urban Improvement Trust as specified by State Government from time to time, in respect of the said apartment on the 31st march every year. If the amount for urban settlement is not deposited on the due date, interest has to be served according to the rules. In case of deposition till 31st March every year, a discount of 10% will be provided as per the rules.

(b) As per the instructions issued by the state government from time to time, amount for urban assessment can be deposited in lump sum. If the amount urban assessment for full yearly assessment 8 years is deposited one time in advance at the rate of per square mtrs per year, the liability of urban settlement will cease to exist in future. It has to be sure on that there should not be any outstanding amount towards urban assessment against allottee on the date on which such one-time amount is deposited.

(c) The prescribed amount for urban assessment is subject to an increase of 25% after completion of every 15 years and in case of every transfer. The duration of 15 years will be counted from the date of issue of possession certificate. 7
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4. The Trust and the allottee agree to the terms and conditions set out in Application Form, Auction Letter, Allotment Letter, Lease Deed and Possession Letter.
5. Lessee/Purchaser will follow the conditions of allotment letter and lease deed. If any condition is violated then building, will be acquired without any compensation and allottee/buyer will not be entitled for allotment of any flat in future.

6. Lessee/Purchaser will not use flat or will not give permission to any other person to use the said flat for the purpose which are inconsistent to the conditions or without the written permission of the government or appointed government officer for that purpose. Lessee/purchaser will follow the conditions of lease deed and conditions of The Rajasthan Improvement Trust (Disposal of Urban Land) Rules, 1974. If any condition is violated, then the said flat will be acquired without any compensation. New purchaser will also be bound to follow the entire set of conditions.
7. Possession of the flat will be given just after the payment is being made in respect of the flat. Therefore complete payment should be made in accordance with the terms and conditions set out in the Allotment Letter.
8. Allottee cannot sale the said flat within 10 years from the date of allotment letter is issued and if such allottee sale that flat then such allotment will be cancelled. After 10 years if allottee wants to sale the said flat then such flat can be sold only after permission of UIT, Kota.
9. There is no cases pending in any court in respect of this project. In case of any litigation arises in court,.....authority will not been liable for it and action will be taken as per the direction of the court.

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

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

Passport size photograph (First allottee)	Passport size photograph (Second allottee)	Passport size photograph (Third allottee)
Signature (name) (First Allottee)	Signature(Name) (Second Allottee)	Signature (Name) (Third Allottee)
S		

Signed and delivered by the within named Trust in the presence of witnesses at on

Trust For and Behalf of M/S
Name
Signature
Designation

WITNESSES		
1- Signature		
Name		
Address		
2- Signature		
Name		
Address		

SCHEDULE-1

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

Name of Revenue village and tehsil	Khasra No.	Area (in Meter)



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OR

Name of Scheme/Colony and City	Flat No.	Area (in Meter)

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

In North In South

..... In East

In West

And measuring

North to South

East to West

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

In North In South

..... In East

In West

4- Other details of the location of the Project

5- Location Map


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

SCHEDULE-3
(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4
[Description of the Apartment/Plot and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

SCHEDULE-5
(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Authority at time of booking of Units in the Project)

SCHEDULE-6
(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Authority at time of booking of Units in the Project)

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)


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