

ALLOTMENT LETTER

Mr./Ms./Mrs. _____

Dated: _____

Co- Appl. _____ (if, any)

Sub: Letter of Allotment of Unit in Project named "MASTERPIECE", situated near Santosh Nagar, Ajmer Road, Jaipur, Rajasthan.

Hearty Congratulations!!!

We are delighted to inform you that you have been allotted a commercial unit/space bearing no. _____ on _____ floor in building no. _____, having tentative carpet area of _____ sq. ft, built up area of _____ sq. ft, super built up area of _____ sq. ft ("Unit"), against your Registration/Application form no. _____ dated _____ ("Application Form"), in our commercial project named as "MASTERPIECE" ("Project") which is being developed upon plot no. 117, admeasuring 1019.67 sq. mtrs, situated near Santosh Nagar, Ajmer Road, Jaipur, bearing khasra no. 304, forming a part of Village Barodiya, Patwar Halka Bassi Sitaramपुरा, Tehsil Jaipur, ("Project Land") in accordance with terms and conditions of Application Form and this Allotment Letter.

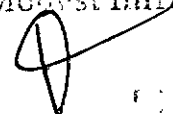
The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Buyer Agreement/Agreement for Sale, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

For any query, please feel free to visit our site or corporate office at _____ and you can also call us on _____ / _____ and we would be happy to assist you. You can also e-mail to us on _____.

Assuring you the best of our services

You are requested to accept the allotment by signing on the office copy of the allotment letter.

For Modest Infra Ltd.


Director



TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A COMMERCIAL SPACE/UNIT IN THE COMMERCIAL PROJECT NAMED "MASTERPIECE".

1. The Project has been registered with the Real Estate Regulatory Authority on date _____ and the Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Regulatory Authority. The details of the Sellers and the Project are also available on the website (www. rera-rajasthan.in) of the Regulatory Authority as required under the Real Estate (Regulation and Development) Act, 2016 ("Act").
2. The Project is a commercial complex comprising of _____ building having _____ basements, stilt floor plus _____ floors, having _____ commercial units, Common Area and Facilities of the Project.
3. The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) (hereinafter referred to as "**Basic Sale Consideration of Unit**").
4. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay the following: (hereinafter referred to as "**Additional Payments**"):
 - (a) Interest Free Maintenance Security ("IFMS") Rs. _____ per sq. ft
5. The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs. _____/- (Rupees _____ only) (hereinafter be referred to as "**Total Payable Amount**"). In addition to the Total Payable Amount, the Allottee(s) shall be liable to pay all indirect taxes, including GST, on Total Payable Amount and other amounts payable under this Agreement, at applicable rates from time to time, as and when demanded by the Sellers.
6. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project but does not include any indirect taxes as may be applicable on the Total Payable Amount and such other amounts payable under this Agreement and the Allottee(s) hereby undertakes to pay all indirect taxes as may be applicable on Total Payable Amount and such other amounts payable under this Agreement, including GST etc., at applicable rates, as and when demanded by Sellers.
7. The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs. _____/- (Rupees _____ only) strictly in



accordance with the Payment Plan annexed herewith as **Annexure – I**, through Account Payee Cheque / Demand Draft or Online Payment (As applicable) in favor of “MIL-Masterpiece-Collection A/c bearing A/c no. 50200026610431” payable at _____. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Sellers. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

8. In addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Project Land and Project as and when demanded by the Sellers.
9. The Total Payable Amount is escalation-free, save and except increases and introductions, which the Allottee(s) agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other introduction/increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of Project. The Sellers undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, newly introduced charges, cost/charges imposed by the competent authorities, the Sellers 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.
10. Every Allottee(s) shall bound to join, subscribe and become member of the Owner's Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the Owner's Association as prescribed. The Allottee(s) shall sign and execute the application for becoming a member of the Owner's Association and sign the copy of bye-laws of the Owner's Association. After the handover of common areas and facilities of the Project to the Owner's Association, it shall be the sole responsibility of the Owner's Association, to run and maintain the common areas and common facilities of the Project. The Allottee(s) is aware that until the handover of the common areas and facilities of the Project to the Owner's Association in accordance with RERA, the Sellers themselves or through maintenance agency shall maintain the common areas and facilities of the Project. The Sellers shall transfer the IFMS to the Owner's Association without any interest at the time of takeover of common areas and common facilities of the Project to the Owner's Association.
11. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Sellers shall be increased/reduced accordingly. However, 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

For ~~Mil~~ Infra Ltd.

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Director

include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee(s).

12. The Allottee(s) agrees to execute the Seller's Standard Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Sellers.
13. The Sellers shall periodically intimate to the Allottee(s) about the installment/ amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.
14. The Seller shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.
15. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Sellers shall not accept any payment/ remittances made by third party on behalf of Allottee(s). All taxes, levies or assessments, in respect of the Unit, falling due from the date of possession shall be borne by the Allottee(s).
16. A detailed agreement to sell shall be executed between the Allottee(s) and the Sellers in the Seller's standard Agreement for Sale format mentioned hereinabove.
17. The sale deed shall be executed and registered and title of the Unit along with pro rata share in common areas and facilities of the Project shall be conveyed by the Sellers in favour of the Allottee(s) in accordance with the Act subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Sellers by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement to Sell. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).
18. The timely payment of installments as per the Payment Plan shall be the essence of this allotment. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Sellers, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("**Rules**"). If the above default in payment extends for a period beyond ____ months after demand notice from the Sellers in this regard, the Sellers shall be entitled to cancel the allotment of the Unit and refund the amount paid by the Allottee(s) after deducting ____ of the Basic Sale Consideration of Unit ("**Earnest Amount**"), all taxes, duties, cess, etc. deposited by the Sellers to the concerned department/authority in respect of the Unit and the



interest liabilities after the sale of Unit to a new allottee, from the amounts realised from the such new allottee.

19. The Sellers upon completion of the Project shall offer in writing the possession of the Unit, to the Allottee(s) in accordance with the Act in terms of Agreement for Sale.
20. Subject to force majeure, the Seller agrees to offer possession of the Unit on or before _____. In the event of the failure of the Allottee(s) to take over the possession of Unit, the Sellers shall have the option to cancel allotment and forfeit Earnest Amount and interest liabilities and refund balance amount without any interest or the Sellers may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Sellers the following amount:-
- i. The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
 - ii. Maintenance charges from the date of offer of possession as per notice of possession.
 - iii. Holding/ safeguarding charges @ ____/- per sq. ft per month.
- However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee(s) exceeds ____ days, the Sellers, without prejudice to its rights under this allotment letter, shall be entitled to terminate the allotment and forfeit Earnest Amount, the interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of Unit to a new allottee, from the amounts realised from the such new allottee.
21. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Sellers, the Sellers herein is entitled to forfeit the Earnest Amount, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the Sellers to the concerned department/authority in respect of the Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Sellers to the Allottee(s) without any interest after the sale of Unit to a new allottee, from the amounts realised from the such new allottee.
22. Further, on cancellation of allotment of Unit by the Sellers or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Sellers shall be entitled to transfer the Unit to any other person(s) at its own discretion.
23. In the event it becomes impossible for the Sellers to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Sellers shall refund to the Allottee(s) the entire amount received by the Sellers from the Allottee(s) with interest within

forty-five (45) days from that date. The Sellers shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Sellers and the Sellers shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement to Sell to be executed.

24. The Sellers shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottee(s) and Sellers shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the building or the common areas and facilities in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Sellers may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Sellers may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of RERA.

25. The Sellers shall confirm to the final Carpet Area/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Project is complete by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Total Payable Amount payable for the Super Built Up Area/ Carpet Area shall be recalculated upon confirmation by the Sellers. If there is reduction in the Carpet Area/Super Built Up Area, then the Sellers shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area/Super Built Up Area of the Unit, allotted to the Allottee(s), the Sellers may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to the increase/decrease in area of Unit.
26. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the super built up area of Unit to the super built up area of all apartments in the Project. If the Sellers has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to



Director

reimburse the same to the Sellers within 15 days from the date of notice in this regard from the Sellers failing which the Sellers shall be entitled to charge interest for the period commencing on the date on which the Sellers paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Sellers.

27. On intimation from the Sellers, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Sellers and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard/or adhere to the terms and conditions mentioned therein, the Sellers may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, 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 within Forty-five (45) days from the date of termination and the Sellers shall be free to deal with the Unit as it may deem fit and proper and the Allottee(s) shall not have any right, title, interest and/or lien over the Unit.
28. The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Allotment letter and Agreement to Sell, whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the Sellers, as the payment plan mentioned in **Annexure-I** annexed herewith on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 19 as stated above.
29. The Allottee(s) agrees that the earmarking of car parking space shall be subject to the guidelines issued by other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Owner's Association. The Sellers and the Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.
30. The Allottee(s) agrees that the development of the Project is subject to force majeure clause.
31. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Sellers, which it shall be free to deal with, in accordance with applicable laws.

For Modest initial

Director



32. In case of cancellation of allotment by the Allottee(s) or cancellation by the Sellers in accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Unit and the Sellers shall be entitled to allot such Unit to any other applicant.
33. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, RERA, etc. as may be applicable on the Project.
34. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Sellers's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Sellers and its agents and representatives indemnified and harmless against any loss or damages that the Sellers may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.
35. This Allotment Letter shall be construed in accordance with Act, rules and regulations made thereunder including other applicable Laws of India for the time being in force.

Warm regards,

For Modest Infra Limited
(Developer)

For Subh Shanti Estates Pvt. Ltd
(Land Owner)

(Authorized Signatory)

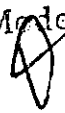
(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Unit bearing no. _____ on _____ Floor, in Building no. _____ tentatively admeasuring _____ having tentative carpet area of _____ sq. ft., super built up area of _____ sq. ft ("Unit") in project named as "MASTERPIECE" ("Project") which is being developed by **Modest Infra Limited**, situated near Santosh Nagar, Ajmer Road, Jaipur, Rajasthan subject to the terms & conditions of the Application/Registration Form no. _____ dated _____ and this Allotment Letter.

For Modest Infra Ltd.

Thanks and regards,

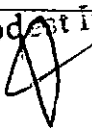

Director

(Customer Name)

Annexure-I
(Payment Plan)

INSTALLMENT PAYMENT PLAN		
S. No.	Time of Payment	Amount %
1.	At the time of Booking	10%
2.	At the time of entering into Agreement to Sell	10%
3.	At the time of Possession	80%
	TOTAL	100

For Modest Infra Ltd


Director



Form-G

AGREEMENT FOR SALE

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

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

Affix colour
photograph of
authorized
signatory of Seller
No.2 with signature
across the
photograph

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

BY AND BETWEEN

Subh Shanti Estates Pvt. Ltd, (CIN No. U45201RJ2008PTC026760), a company registered under the provisions of Companies Act 1956 (PAN No. _____), having its registered office at 17, Jai Ambe Colony, Opposite ESI Hospital, Civil Lines, Jaipur, through its authorized representative _____ (PAN No. _____) S/o _____, aged ____ years, resident of _____, duly authorized by the _____ [hereinafter referred to as "*the Land Owner*" or "*the Seller No.1*" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successor(s) and permitted assignee(s)] and;

Modest Infra Limited (erstwhile known as Modest Builders Limited) (CIN No. U45201MH2008PLC211527), a company registered under the provisions of Companies Act, 1956 (PAN No. AAFCM6710M), having its corporate office at 4th Floor, Unique Destination, Near Laxmi Mandir Crossing, Tonk Road, Jaipur- 302015, through its authorized representative(s)/Whole Time Director/Director Mr. Abhishek Pal Singh (DIN:01310647) S/o Mr. Ajay Pal Singh R/o B-68, Yash Path, Tilak Nagar, Jaipur, Rajasthan-302004 or Mr. Vibhishek Pal Singh (DIN:00838054) S/o Mr. Ajay Pal Singh R/o B-68, Yash Path, Tilak Nagar, Jaipur, Rajasthan-302004 or Mr. Chandra Mohan Sharma (PAN No. AQBPS6546C) S/o Sh. Narayan Sahay Sharma R/o A-48-A, Shivaji Marg, Nehru Nagar, Jaipur-302016 duly authorized by the Board of Directors vide Board Resolution dated 01st, January, 2017

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For Modest Infra Ltd.



Director

[hereinafter referred to as "*the Developer*" or "*the Seller No.2*" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successor(s) and permitted assignee(s)]and;

("Seller No.1" and "Seller No.2" shall hereinafter be collectively referred to as "Sellers".)

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____),
Son/Daughter/Wife of Mr. _____, R/o _____ (PAN
_____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife
of Mr. _____ (Aadhar No. _____), R/o
_____ (PAN
_____) ; hereinafter singly/jointly referred to as the "**Allottee(s)**", which expression
shall unless repugnant to the context or meaning thereof be deemed to mean and include their
legal successor(s), administrator(s), executor(s)& permitted assignees).

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

INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
 - b) "**APPLICABLE LAWS**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
 - c) "**APARTMENT**" shall mean a commercial space/unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for commercial purposes, in accordance with Applicable Laws.

For Madest Infra Ltd.



- d) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
- e) **"APPROVED PLANS"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Sellers and/or architect(s) in accordance with Applicable Laws.
- f) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation. For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- g) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include the Project Land (as defined herein below), area occupied by the building and such common areas, facilities and spaces meant for common use of the occupants of Project and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in **Schedule-E** attached heretoexcept as specifically excluded as per the terms of the Agreement.
- h) **"CONVEYANCE DEED"** (i) in respect of the apartment shall mean written instrument executed between the Sellers and the Allottee(s) through which the ownership of the apartment is transferred in favour of Allottee(s) by the Sellerssubject to and in accordance with the terms of this Agreement; (ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Sellers and the Owner's Association through which the ownership of the Common Areas and Common Facilities of the Project is transferred in favour of Owner's Association by the Sellerssubject to and in accordance with the terms of this Agreement.
- i) **"EARNEST AMOUNT"** shall mean 15% of the Basic Sale Consideration of Unit.
- j) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

For Modest Infra Ltd.

Director

- k) **"OWNER'S ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, by whatever named called, of the allottees of apartments in the Project, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.
- l) **"PARA"** means Para of this Agreement;
- m) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- n) **"PROJECT"** shall mean the commercial complex comprising of building having 8 floors (Basement+Ground+Six floors), having 22 commercial units, Common Area and Facilities of the Project, being constructed and developed upon Project Land, as per Approved Plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws and known as **"MASTERPIECE"**.
- o) **"PROJECT LAND"** shall mean all the piece and parcel of land located at plot no. 117, admeasuring 1019.67 sq. mtrs, situated near Santosh Nagar, Ajmer Road, Jaipur, bearing khasra no. 304, forming a part of Village Barodiya, Patwar Halka Bassi Sitarampura, Tehsil Jaipur, upon which the commercial project name **"MASTERPIECE"** is being developed.
- p) **"REGULATION"** means regulations made under the Act;
- q) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- r) **"SCHEDULE"** means the Schedule attached to this Agreement;
- s) **"SECTION"** means the section of the Act.
- t) **"UNIT"** shall have the meaning ascribed in Recital T.

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

WHEREAS THE SELLERS DECLARES THAT:

- A. The Jaipur Development Authority ("**JDA**") pursuant to regularisation of land issued a residential patta (lease deed) dated 28.06.2008 in favour of Smt. Sawarani W/o Late Sh. For Modest Infra Ltd.



Director

Kishan Singh, Shri Lal Singh S/o Sh. Kishan Singh and Shri Hakim Singh S/o Late Sh. Kishan Singh ("**Original Land Owners**") in respect of plot no. 117, measuring 1019.67 sq. mtrs, situated near Santosh Nagar, Ajmer Road, Jaipur, bearing khasra no. 304, forming a part of Village Barodiya, Patwar Halka Bassi Sitarampura, Tehsil Jaipur (more particularly described in **Schedule-A** attached hereto and hereinafter referred to as "**Project Land**") which was duly registered with the Sub-Registrar Jaipur (V) Fifth on 8.7.2008 at Serial No. 2008397009207 in Book No.1, Volume No. 209 at page no. 54 and Additional Book No. 1, Volume No. 834 page nos. 29 to 36.

- B. The Land Owner purchased the Project Land from the Original Land Owners vide a registered sale deed dated 08/07/2008, which was duly registered in the Office of Sub-Registrar -Jaipur (V) Fifth on 8.7.2008 at Serial no 2008397009227 in Book no 1, Volume no 209 at page no 74 and Additional Book No. 1 Volume No.834 at Page No. 253 to 265. Accordingly, the Land Owner became the absolute owner of the Project Land and is in possession of the Project Land.
- C. The Land Owner being the absolute owner of the Project Land entered into a development agreement dated 13.08.2009 ("**Development Agreement**") with the Developer, which was duly registered in the Office of Sub-Registrar -Jaipur (V) Fifth on 21.08.2009 at Serial no. 2009397007598 in Book No. 1, Volume no. 279 at page no 14 and Additional Book No. 1 Volume No.1113 at Page No. 157 to 178, whereby, the Land Owner authorized the Developer to develop the Project upon the Project Land after obtaining all the permissions, approvals, NOCs, etc. as may be required under the Applicable Laws.
- D. The Land Owner has executed a power of attorney ("**POA**") dated 14.08.2009 in favour of the Developer, authorizing the Developer to execute and perform all the acts, deeds and things as specifically mentioned in the POA.
- E. That JDA vide its Order No. ज वि प्रा/जोन-2/2009/डी- 2856 dated 8.9.2009 granted permission for conversion of the Project Land for which residential pattas as aforesaid were issued, from residential to commercial use, upon payment of desired fees by the Land Owner.
- F. The Project Land is earmarked for the purpose of development of a commercial complex comprising of Building having 8 floors (Basement+Ground+6 floors), having 22 commercial units and Common Areas and Facilities of the project to be known as "**MASTERPIECE**" and hereinafter referred to as "**Project**".
- G. The Project Land is free from all encumbrances.
- H. The Developer has planned and is in the process of constructing and developing Project upon the Project Land after getting necessary permissions/approvals from competent authorities.

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The location details of the Project being developed upon Project Land is fully described in **Schedule A.**

- I. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on date _____ and the project's registration certificate no. is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Sellers and the Project are also available on the website (www. _____) of the Authority.
- J. The following approvals and sanctions have been obtained in respect of the Project:
- (a) Commencement certificate to develop the Project was granted by Jaipur Development Authority vide its letter no. JDA/Additional Chief Town Planner/B.P.C./2013/D-1922 dated 06/09/2013 .
 - (b) The layout plan/site plan of the Project was approved by Jaipur Development Authority vide its letter no. JDA/Additional Chief Town Planner/B.P.C./2013/D-1922 dated 06/09/2013. A copy of the same is enclosed herewith and marked as **Annexure- I.**
 - (c) Approval of specifications of the Project and permission of building construction upto 31.74 meters height (including machine room) under the Applicable Laws had been accorded by Jaipur Development Authority vide letter no JDA/Additional Chief Town Planner/B.P.C./2013/D-1922 dated 06/09/2013.
 - (d) Temporary fire NOC for the Project has been accorded by the Fire Authority vide no. F.9 () A.F./N.N.J./13-14/1872 dated 05/07/2012.
 - (e) The Airport Authority of India has also granted NOC bearing No. AAI/NOC/2011/150/1304 dated 25/05/2011 for height clearance for the Project.
 - (f) Environmental clearance from the department concerned has been obtained for the Project vide letter no. _____ dated _____. (Not required)
- K. The Sellers agree and undertake that they shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- L. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities,

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emergency evacuation services, use of renewable energy etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- F**.

- M. The details of salient features of the 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 have been specifically provided in **Schedule- B** attached hereto.
- N. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- I** attached hereto.
- O. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- J** attached hereto.
- P. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- K** attached hereto.
- Q. The Seller No.2 has opened a separate account in the name of MIL-Masterpiece-RERA A/c bearing A/c no. 50200026610428 with HDFC Bank at its branch located at Lal Kothi, Jaipur, Rajasthan branch for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- R. The Sellers are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Seller No.1 regarding the Project Land on which the Project is being developed have been completed.
- S. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the Project prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the said plans for construction of the Project and all the documents referred to in this Agreement and has also carried out physical inspection of the Project Land/Project and the Allottee(s) stands fully satisfied with the layout of the sanctioned plans and the standard of material being used for construction of the unit/Project.
- T. The Allottee(s), being aware of the Project and details given above as well as in the advertisement about the Project, has applied for allotment and purchase of an apartment in the Project *vide* registration/application form no. _____ dated _____ ("Registration Form"). The Allottee(s) has also deposited a sum of Rs. _____

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(Rupees _____ only) (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount including registration fee and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in Clause 1.4 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.

U. On application, as aforesaid, the Allottee(s) has been allotted following apartment in the Project:-

- (a) Unit No. _____;
- (b) Floor No. _____;
- (c) Carpet Area _____ sq. ft. and exclusive balcony/veranda area of _____ sq. ft.;
- (d) Built Up Area _____ sq. ft.;
- (e) Super Built Up Area _____ sq.ft.

and pro rata share in the Common Area and Common Facilities of the Project (the layout plan of the said unit is annexed herewith as **Annexure- II** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "**Unit**").

V. The details of floor plan of the Unit and building is given in **Schedule- D**.

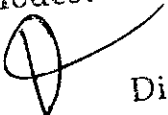
W. The Allottee(s) has represented and assured the Sellers that the information, documentations, affidavits and assurances given by the Allottee(s) in and along-with the Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Registration Form and this Agreement.

X. The Allottee(s) agrees and undertakes that the Developer shall not be liable to fulfill any other obligation except as specifically agreed under this Agreement.

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

Z. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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Director



- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Sellers hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only), (hereinafter referred to as "**Basic Sale Consideration of Unit**").
- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay the following; (hereinafter referred to as "**Additional Payments**"):
- (a) Interest Free Maintenance Deposit("**IFMD**") Rs. _____ only (Rupees _____ only);
- 1.4 The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall collectively be referred to as "**Total Payable Amount**". In addition to the Total Payable Amount, the Allottee(s) shall be liable to all indirect taxes, including GST, on Total Payable Amount and other amounts payable under this Agreement, at applicable rates from time to time, as and when demanded by the Seller No. 2.
- 1.5 That out of the Total Payable Amount, the Allottee(s) has, till the date of execution of this Agreement has made a payment of Rs. (Rupees.....) to the Seller No.2 towards the Unit. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.
- 1.6 The Total Payable Amount above does not include any indirect taxes as may be applicable on the Total Payable Amount and such other amounts payable under this Agreement and the Allottee(s) hereby undertakes to pay all indirect taxes as may be applicable on Total Payable Amount and such other amounts payable under this Agreement, including GST etc., at applicable rates, as and when demanded by Seller No. 2.
- The Total Payable Amount does not include cost of providing electric connection for

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the Unit, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include maintenance charges, which shall be determined by the Seller No.2 and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Owner's Association. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Project Land and Project as and when demanded by the Seller No.2.

1.7 The Seller No.2 shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule - G** attached hereto ("**Payment Plan**") and the Allottee(s) shall make payment demanded by the Seller No.2 within the time and in the manner specified therein. In addition, the Seller No.2 shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.8 The Total Payable Amount 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 Seller No.2 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 Seller No.2 shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s),.

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

1.9 As mentioned above, the Seller No.2 has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Total Payable Amount of Rs. _____/- (Rupees _____ only) and the Allottee(s) agrees and undertakes to pay the balance amount of Rs _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the **Payment Plan**.

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



1.10 The Sellers shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – H** in respect of Unit without the previous written consent of the Allottee(s) and Sellers shall not make any other additions and alterations in the Approved Plans and specifications of the building or the Common Areas and Facilities of Project as described therein at **Schedule- E** in respect of the Project without the previous written consent of 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Seller No.2 may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Sellers may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

1.11 The Seller No.2 shall confirm to the final Carpet Area/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area/Super Built Up Area. The Total Payable Amount payable for the Carpet Area/Super Built Up Area shall be recalculated upon confirmation by the Seller No.2. If there is reduction in the Carpet Area/Super Built Up Area then the Seller No.2 shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area/Super Built Up Area, allotted to the Allottee(s), the Seller No.2 may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.

1.12 Subject to clause 9, the Sellers agree and acknowledge that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- (a) The Allottee(s) shall have exclusive ownership of the Unit.
- (b) 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 Seller No.2 shall handover

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the Common Areas and Common Facilities of the Project to the Owner's Association in accordance with Applicable Laws.

- (c) That the computation of the price of the Unit includes recovery of price of Project Land, construction of, not only the Unit but also, the Common Areas and Facilities, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipments in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as per this Agreement;

The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and the Unit with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Seller shall not in any way be held responsible for any mishapening caused to/with Allottee(s) while visiting the Site.

- 1.13 The Seller No.2 will earmark _____ parking space for the Allottee(s) in the _____ and shall also assign parking space no. _____ to the Allottee(s) at the time of execution of Conveyance Deed of Unit for proper management and utilization of parking area of the Project. It has been explained to the Allottee(s) and the Allottee(s) has agreed that the earmarking of car parking space shall be subject to the guidelines issued statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Owner's Association. The Seller No. 2 and the Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.

- 1.14 The Allottee(s) agrees and understands that except as expressly provided in para U herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Sellers, which they shall be free to deal with, in accordance with Applicable Laws.

- 1.15 The Allottee(s) hereby agrees and acknowledges that the Seller No.2 shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

- 1.16 The Seller No.2 agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoings/dues. If the Seller No.2 fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the
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Allottee(s), the Seller No.2 agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.17 That the Project shall always be known as "_____ " and the name of the Project shall not be changed except with the prior written consent of the Seller No.2.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Seller No.2 abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Seller No.2, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft (as applicable) in favor of MIL-Masterpiece-Collection A/c bearing A/c no. 50200026610431 payable at _____. The receipt would be valid only after realization of the said cheque/demand draft and effect of credit in account of the Seller No.2. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

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 Seller No.2 with such permission, approval which would enable the Seller No.2 to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Sellers accept no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep the Sellers 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 Seller No.2 immediately and comply with necessary formalities if any, under the applicable laws. The Seller No.2 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

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in the application/allotment of the said Unit in any way and the Seller No.2 shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS

The Allottee(s) hereby authorizes the Seller No.2 to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Seller No.2 to adjust his payments in any manner.

5. TIME IS ESSENCE

The Seller No.2 shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Owner's Association. Similarly, the Allottee(s) shall abide by Payment Plan attached herewith.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

6.1 The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Seller No.2 shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Seller No.2 undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove.

7. CONVEYANCE AND POSSESSION OF SAID UNIT

7.1 Schedule for possession of the Unit

The Seller No.2 agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Project to the Owner's Association, is the essence of the Agreement. The Seller No.2 assures to handover possession of the Unit along with ready and complete Common Areas and Common Facilities with all specifications, amenities and facilities of the Project in place on or before _____, 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 Project ("**Force Majeure**"). If, however, the completion of
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Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Seller No.2 shall be entitled to the extension of time for delivery of possession of the Unit and the Seller No.2 shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, 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 Seller No.2 to implement the Project due to Force Majeure conditions, which shall be assessed by the Seller No.2 (and such assessment shall be final and binding on the Allottee(s)), the Seller No.2 shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Seller No. 2 shall refund to the Allottee(s) the entire amount received by the Seller No. 2 from the Allottee(s) with interest (computed at the Interest Rate) within 180 days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Seller No. 2 and the Seller No. 2 shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for execution of Conveyance Deed of the Unit and taking possession

The Seller No. 2, upon completion of the Project, shall *vide* written notice ("Offer Letter") (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Seller No. 2 as per this Agreement before hand) to take possession and execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit. The Seller No. 2 shall, subject to receipt of Total Payable Amount in respect of the Unit as per Payment Plan and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas and also handover possession of the Unit. The Seller No. 2 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 Seller No. 2 which the Seller No. 2 are liable to comply/carry out as per the Applicable Laws, provided, such failure is not on account of reasons beyond the controls of Seller No. 2 and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Seller No. 2 or Owner's Association, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Seller No. 2 shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*".

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However, notwithstanding the above, the Allottee(s) shall not be entitled to demand the possession from the Seller No. 2 before making complete payment of agreed Basic Sale Consideration, Additional Payments, other charges, applicable duties & taxes and interest, if any, as per this Agreement. The Seller No. 2 shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

7.2 Handing Over of Common Areas and Documents

It shall be the responsibility of the Seller No. 2 to handover the necessary documents and plan, including Common Areas to the Owner's Association in accordance with the Act.

7.3 Cancellation by Allottee(s)

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 Sellers, the Seller No. 2 shall be entitled to forfeit the Earnest Amount, all taxes, duties, cess, etc. deposited by the Seller No. 2 to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Seller No. 2 to the Allottee(s) without any interest after the sale of Unit to new allottee/buyer, from the amounts realised from the such new allottee.

7.4 Compensation

The Seller No. 1 shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project 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 clause shall not be barred by limitation provided under any law for the time being in force.

7.5 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the super built up area of Unit to the super built up area of all of the apartments in the Project. If the Seller No. 2 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 Seller No. 2 within 15 days from the date of notice in this regard from the Seller No. 2 failing which the Seller No. 2 shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Seller No. 2 paid the

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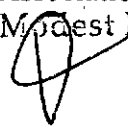
said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Seller No. 2.

8. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

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

- (a) The Seller No.1 has absolute, clear and marketable title with respect to the Project Land and the Seller No.2 has requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project.
- (b) The Sellers have lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (c) There are no encumbrances upon the Project Land or the Project.
- (d) 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 Sellers have been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (e) The Sellers have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (f) The Sellers have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement other than which has been provided in this Agreement with any person or party with respect to the Project Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (g) The Seller No.2 confirms that the Seller No.2 is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (h) At the time of registration of the Conveyance Deed of the Unit the Seller No.2 shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities to the Owner's Association.

For Modest Infra Ltd.



Director



- (i) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (j) The Seller No.2 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 Project (except the taxes mentioned in Clause 7.6 which shall be paid according to the said Clause) to the competent authorities till possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Owner's Association, respectively.
- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Seller in respect of the Project Land and/or the Project.
- (l) The Seller No.2 shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and the Seller No.2 shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Seller No. 2 shall be considered under a condition of default, in the following events, namely:-

- (a) The Seller No. 2 fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties;
- (b) Discontinuance of the Seller No. 2'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.

For Modest Infra Ltd.

Director



9.2 In case of default by the Seller No. 2 under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

(a) Stop making further payments to the Seller No. 2 as demanded by the Seller No. 2. If the Allottee(s) stops making payments, the Seller No. 2 shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or

(b) The Allottee(s) shall have the option of terminating the Agreement in which case the Seller No. 2 shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within 180 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 Seller No. 2, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Seller No. 2 to the Allottee(s) within 180 days of it becoming due.

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

- (a) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard, the Allottee(s);
- (b) after the issuance of Offer Letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (c) after the issuance of Offer Letter as per Clause 7.2, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Seller No. 2 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;
- (d) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (e) violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Seller No. 2's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (a) Upon occurrence of event of default mentioned in Clause 9.3(a) 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

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thereof were due to be paid by the Allottee(s) to the Seller No. 2 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Seller No. 2;

- (b) In case the event of default mentioned in Clause 9.3(a) continues for a period beyond ____ days, the Seller No. 2 shall be entitled to cancel the allotment by terminating this Agreement by serving a notice of ____ days to the Allottee(s) in this regard;
- (c) Upon occurrence of event of default mentioned in Clause 9.3 (b)(c),(d),(e), the Seller No. 2 shall have the option to terminate this Agreement after giving 30 days notice; Further in case of event of default under Clause 9.3(b), till the time Seller No. 2 exercises the option to terminate this Agreement, it shall be entitled to (1) recover interest as per Clause 9.4 (a); and (2) recover maintenance charges from the date of issuance of Offer Letter; and (3) taxes mentioned in Clause 7.6; and (4) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(b) and Allottee(s) hereby authorizes the Seller No. 2 for the same.
- (d) The rights and remedies of the Seller No. 2 under this Clause shall be in addition to other rights and remedies available to the Seller No. 2 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 Seller No. 2 of its right of charging such interest or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Seller No. 2 as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Seller No. 2 shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Seller No. 2 shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new buyer:

- (i) The Earnest Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Seller No. 2 to the concerned department/authority in respect of the Unit;
- (iii) The interest paid/payable by the Allottee(s) to the Seller No. 2 as per Clause 9.4(a) and/or 9.4 (c), if applicable;

9.6 Without prejudice to the rights of the Sellers under this Agreement, the Seller No. 2 shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s)

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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. MAINTENANCE OF THE PROJECT

- 10.1 That until the handover of the Common Areas and Facilities of the Project to the Owner's Association in accordance with the Act, the Seller No.2 shall maintain the Common Areas and Facilities of the Project and during such period, the Allottee(s) shall be liable to pay maintenance charges at actual cost +20% to the Seller No.2 or maintenance agency appointed by the Seller No.2.
- 10.2 That the Seller No.2 shall enable the formation of a Owner's Association of allottees in the Project as per Applicable Laws with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of the Project as described in **Schedule - E** hereunder and/or with such other object or purpose and in such manner and to such extent as the Seller No.2 and or Owner's Association may decide from time to time keeping in view the best interest of the allottees of Apartments in the Project. The allottees of all the Apartments shall become the members of the Owner's Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Owner's Association. Until the formation of the Owner's Association under the Applicable Laws, the Seller No.2 itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Owner's Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Seller No. 2 shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Owner's Association under the Applicable Laws to the Owner's Association, and the Owner's Association will take care of the Common Areas and Facilities in the Project.
- 10.3 The Seller No. 2 shall transfer the IFMD to the Owner's Association without any interest, at the time of takeover of Common Areas and Facilities of the Project to the Owner's Association.
- 10.4 That as and when the Common Areas and Facilities of the Project shall be handed over to the Owner's Association, the Owner's Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities of the Project, fittings, fixtures from the date of handing over of any such possession to the Owner's Association.

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- 10.5 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Owner's Association as per the Act, it shall be the sole responsibility of the Owner's Association, to run and maintain the Common Areas and Facilities of the Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owner's Association, from time to time & regularly.
- 10.6 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession.
- 10.7 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Seller No.2/Owner's Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Seller No.2/Owner's Association from time to time.
- 10.8 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Owner's Association and any decisions taken by the Owner's Association as per it Bye -Laws.

11. 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 Seller No. 2as per this Agreement relating to such development is brought to the notice of the Seller No. 2within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Seller No. 2to rectify such defects without further charge, within thirty (30) days, and in the event of Seller No. 2's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

For Modest Infra Ltd.


Director

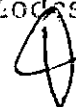
- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Sellers, agree to indemnify and keep fully indemnified, hold harmless and defend the Sellers, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Sellers or which the Sellers 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 Sellers and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Seller No.2 within the time prescribed in Clause 20 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/or (vii) termination of this Agreement by the Seller No.2 due to any default/delay on the part of the Allottee(s).
- 12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 12.3 The indemnification rights of the Sellers under this Clause shall be in addition to any other rights and remedies available to the Sellers under Applicable Laws, equity and this Agreement.

13. 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 Sellers may have, the Sellers 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 Sellers may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

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Director



The Seller No.2/Owner's Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Seller No.2 /Owner's Association to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

16.1 Subject to clause 7 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

16.2 The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, or Common Areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

16.3 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Seller No.2 / Owner's



Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Seller No.2 or Owner's 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).

16.4 The Allottee(s) recognizes that the Unit is being serviced by the Owner's Association and that any external agency would be detrimental to the interest of the Unit's/ Project's maintenance and upkeep. However, the Owner's Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.

16.5 The Allottee(s) agrees to abide by and comply with the bye-laws or such rules which may be issued from time to time by the Owner's Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.

16.6 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace etc. under his/her/its use.

16.7 It is in the interest of the Allottee(s), to help the Owner's Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Owner's Association would be free to restrict and regulate the entry of visitors into the Project.

16.8 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.

16.9 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Project or lead to increase in insurance premium payable in respect of the insurance of the said Project and/or the Unit.

16.10 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

16.11 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Seller No.2 and thereafter the Owner's Association and/or maintenance agency appointed by the Owner's Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

For Modest Infra Ltd.

Director



- 16.12 Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Seller No.2 /Owner's Association and the Seller No.2 /Owner's Association may permit the same subject to appropriate conditions.
- 16.13 The Allottee(s) shall not be permitted to close verandah or balconies or common passages or common corridors or staircase.
- 16.14 The Allottee(s) agrees not to conduct any unethical or illegal practice that may bring disrepute to the reputation of the Sellers and other occupants in any manner whatsoever. The Allottee(s) shall at all times keep the Sellers indemnified against any such actions/ deeds etc.
- 16.15 The Allottee(s) shall not use the Unit for any purpose and shall not do anything, which may or is likely to cause nuisance or annoyance to occupiers/visitors of other Apartments in the Project or which may obstruct or prevent them and/or their clients/customers from using the Common Areas and Common Facilities of Project.
- 16.16 The Allottee(s) hereby agrees that he shall not install any machinery, of which vibration and/or magnetic waves and/or radioactive transmission damage or hamper the communication lines i.e. TV, Telephone, Internet, CCTV Camera etc., equipments and electric lines of any occupant(s) or Common Areas and Common Facilities of the Project.
- 16.17 The Allottee(s) shall take all permissions/approvals as applicable for operating its business from the Unit and shall be solely responsible for compliance of terms and conditions of grant of such permissions/approvals.
- 16.18 The Allottee(s) shall be responsible for all claims (including electricity bills, telephone bills, etc.), dues, penalties, compliances, legal obligations, litigation, proceedings and the like relating to use of the Unit by the Allottee(s) or his agents, licensee, lessee, etc.
- 16.19 The Allottee(s) shall be solely responsible for all the claims of his clients/customers in respect of the services provided by the Allottee(s) and shall keep the Sellers indemnified against the same.
- 16.20 The Allottee(s) shall be fully responsible for the conduct and behaviour of his employees/ clients/ visitors or any other person deputed by him.

For Modest Infra Ltd.

Director



16.21 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. SELLERS SHALL NOT MORTGAGE OR CREATE A CHARGE

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Seller No.2 raises finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Seller No.2 shall provide NOCs etc. as may be required by the Allottee(s).

19. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Seller No.2 does not create a binding obligation on the part of the Seller No.2 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 ____ 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 Seller No.2. If the Allottee(s) fails to execute and deliver to the Seller No.2 this Agreement within ____ 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 Seller No.2, then the Seller No.2 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(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall

For Modest Infra Ltd.

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be returned to the Allottee(s) without any interest or compensation whatsoever. However, the Allottee(s) shall be liable to pay all the cost incurred by the Seller No.2 in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20. ENTIRE AGREEMENT

The Registration Form (defined hereinabove), Allotment Letter and this Agreement along with its preamble, recitals and all its annexures/schedules, governs the rights and obligations between the Parties for the transfer of rights, title and interests in respect to the Unit in favour of the Allottee(s). The Application Form, Allotment Letter and this Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement and the Application Form, any changes or additional provisions must be set forth in writing, in a separate Agreement duly signed and executed by and between the Parties.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

23. BROKERAGE

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s), the Seller No.2 shall in no way whatsoever be responsible or liable thereof

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and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Seller No.2 for the Unit.

24. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Seller No.2 shall be solely entitled to refund of all amounts paid by the Seller No.2 to various authorities in respect of the Project.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Seller No. 2 may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Seller No. 2 in the case of one allottee shall not be construed to be a precedent and /or binding on the Seller No. 2 to exercise such discretion in the case of other allottees.

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

26. SEVERABILITY

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

27. 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 super built up area of the Unit bears to the total super built up area of all the apartments in the Project, as the case may be.

28. FURTHER ASSURANCES

For Modest Infra Ltd.

Director



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.

29. PLACE OF EXECUTION

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

30. NOTICES

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

Seller No.1/Seller No.2	Allottee(s)
Modest Infra Limited Corporate office: 4 th Floor, Unique Destination, Near Laxmi Mandir Crossing, Tonk Road, Jaipur- 302015 (Seller No. 2)	
Subh Shanti Estates Pvt. Ltd Registered office: 17, Jai Ambe Colony, Opposite ESI Hospital, Civil Lines, Jaipur (Seller No.1)	

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

31. JOINT ALLOTTEE

For Modest Infra Ltd.

Director

That in case there are Joint Allottee(s), all communications shall be sent by the Seller No. 2 to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee(s).

32. SAVINGS

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

33. GOVERNING LAW

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

34. DISPUTES

34.1 All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

34.2 In case of non-compliance of any obligation cast upon the Seller or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

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

Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)
---	--	---

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

<u>SELLER NO.1</u> For and on behalf of Subh Shanti Estates Pvt. Ltd
Name
Signature
Designation
<u>SELLER NO.2</u> For and on behalf of Modest Infra Limited
Name
Signature
Designation

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

SCHEDULE-A
(Description of Project Land)

Name of Revenue village and Tehsil	Plot No.	Area (in meters)
Village Barodiya, Patwar Halka Bassi Sitarampura,	plot no. 117	1019.67 sq. mtrs

For Modest Infra Ltd.



Tehsil Jaipur		
	Total Area	

2. The piece and parcel of the plot of land 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

Longitude	Latitude
26.91162088316813	75.78471533954144
26.911283647156026	75.78486286103725
26.911187977181907	75.78457586467266
26.911541955681127	75.78447125852108

4. Other details of the location of the Project-

5. Location Map

SCHEDULE-B

(Details of salient features of Project)

A Commercial Project comprising of a building having 8 Floors (Basement+Ground+ 6 floors) where the Allottee(s) has been allotted his Unit.

SCHEDULE- C

(Description of the Unit)

For Modest Infra Ltd.

- (a) Unit No. _____;
- (b) Floor No. _____;
- (c) Carpet Area _____ sq. ft.;
- (d) Built Up Area _____ sq. ft.;
- (e) Super Built Up Area _____ sq.ft.

SCHEDULE-D

(Floor Plan of the Unit and building in the Project)

SCHEDULE- E

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

1. Staircase and landings on all the floors including main entrance lobby.
2. Common passage on the Ground Stilt Floor.
3. Water pipes and other plumbing installation from the Overhead/Underground water tanks for the supply of the water.
4. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Flat), Transformer etc.
5. Light and electrical fittings in the aforesaid common parts.
6. Boundary wall.
7. Bore-well (if any) and pump.
8. Common Toilets & lobbies, if any on the stilt parking floor.
9. Lift and its machineries.
10. Generator etc (if any).
11. Telephone lines and cable TV wires.

SCHEDULE- F

(Detailed Plan of Development Works to be undertaken)

- i. Vacuum De-Watered Concrete Flooring (VDCF)/Cement Concrete (CC) for internal roads
- ii. Rain water harvesting structure as per design
- iii. DG Set for common area lighting and lifts
- iv. Adequate parking as per norms
- v. Transformer/electrical panels as per design
- vi. Compound wall

For Modest Infra Ltd.



Director



- Steel – Fe 450 ISI marked
- Concrete- M20/M25 grade for columns, beams & slabs
- Cement- PPC 43 grade ISI marked
- Floor tiles- Vitrified tiles/ Ceramic tiles
- Bathroom Floor tiles – Antiskid Ceramic tiles
- Bathroom dados - Ceramic tiles
- Door shutter- Factory made flush doors
- Plumbing- UPVC/CPVC /PVC pipes
- Utensils- Chinaware
- Windows- Aluminum/wood/UPVC

SCHEDULE- K

(Stage Wise Time Schedule of Completion of Project)

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the building in the Project		
2.	Completion of development works (internal/external development works). Completion of internal works of the building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash		
3.	Provision of civic infrastructure like water, electricity, sanitation		



- vii. Guard room at entrance
- viii. Underground water tank with pumps
- ix. Fire hydrants for fire fighting
- x. Adequate campus lighting as per design
- xi. Signages in the project

SCHEDULE- G
(Payment Details)

INSTALLMENT PAYMENT PLAN		
S. No.	Time of Payment	Amount %
1.	At the time of Booking	10%
2.	At the time of entering into Agreement to Sell	10%
3.	At the time of Possession	80%
	TOTAL	100

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

SCHEDULE-I

(Details of other external development work for the Project)

- i. Vacuum De-Watered Concrete Flooring (VDCF)/Cement Concrete (CC) for internal roads
- ii. Rain water harvesting structure as per design
- iii. DG Set for common area lighting and lifts
- iv. Adequate parking as per norms
- v. Transformer/electrical panels as per design
- vi. Compound wall
- vii. Guard room at entrance
- viii. Underground water tank with pumps
- ix. Fire hydrants for fire fighting
- x. Adequate campus lighting as per design
- xi. Signages in the project

For Modest Infra Ltd.

Director

SCHEDULE- J

(Details of specification of material used in construction)

	Finishing		

Annexure- I
(Layout/Site Plan of the Project)

Annexure-II
(Layout plan of Unit)
For Modest Intra Ltd.

 **Director**



VJ

INDIA NON JUDICIAL
Government of Rajasthan

e-Stamp



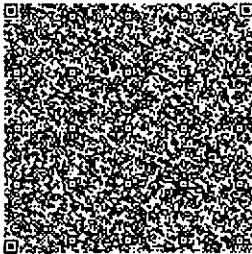
सत्यमेव जयते

Certificate No. : IN-RJ13659829429223P
Certificate Issued Date : 12-Aug-2017 11:49 AM
Account Reference : NONACC (SV) rj3078304/ JAIPUR/ RJ-JP
Unique Doc. Reference : SUBIN-RJRJ307830420799336432932P
Purchased by : MODEST INFRA LTD
Description of Document : Article 4 Affidavit
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : MODEST INFRA LTD
Second Party : NA
Stamp Duty Paid By : MODEST INFRA LTD
Stamp Duty Payable : 50
(Fifty only)
Surcharge for Infrastructure : 10
Development : (Ten only)
Surcharge for Propagation and : 10
Conservation of Cow : (Ten only)
Stamp Duty Amount (Rs.) : 70 सत्यमेव जयते
(Seventy only)

Sworn & Signed Before Me

Anil Kumar Jain
Notary (Govt. of India)

19 AUG 2017.



UP 0002820736

Statutory Alert:

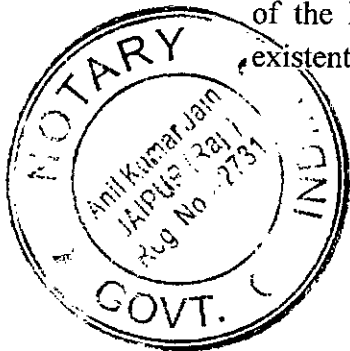
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please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

AFFIDAVIT CUM DECLARATION

AFFIDAVIT CUM DECLARATION of Mr. Vibhishek Pal Singh, duly authorized by the Promoter of the proposed project vide its authorization dated 14th July 2017.

I, Vibhishek Pal Singh (Aadhar No. 7073-5980-8006), Son of Ajay Pal Singh, aged 37 years, R/o B-68 Yash Path, Tilak Nagar, Jaipur Pin 302004, duly authorized by Modest Infra Limited, promoter of the proposed project, do hereby solemnly declare, undertake and state as under:-

- 1) That Agreement for Sale for the project Masterpiece has been prepared on the basis of substance of the performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rajasthan RERA Rules") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
- 2) We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
- 3) That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.

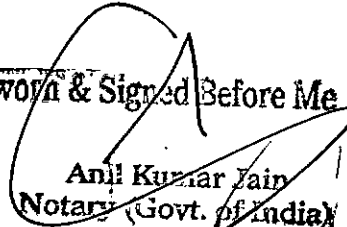



Deponent

Verification

I, Vibhishek Pal Singh, Son of Shri Ajay Pal Singh, aged 37 years, R/o B-68, Yash Path, Tilak Nagar, Jaipur Pin-302004, do hereby verify that the contents in para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this 12th day of August, 2017


Sworn & Signed Before Me

Anil Kumar Jain
Notary (Govt. of India)


Deponent

11 9 AUG 2017.