



Declaration Regarding Agreement for sale

I, Anand Mishra son of Shri Udai Kant Mishra aged 45 R/o D-120, Kabir Marg, Banipark, Jaipur, Rajasthan-302016 duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

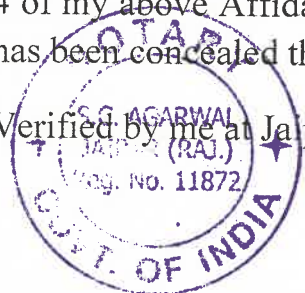
1. That the Agreement for sale/Builder buyer agreement of our Project **Trimurty's Valeria** is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law and rules of the Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case any condition in agreement to sale is in contravention with Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017 in that case provision of the Act & Rules shall prevail.
4. If any contradiction arise, deponent shall be responsible for it. For Trimurty Landcon (India) Pvt.Ltd.


Deponent Director/Auth.Sign.

Verification

I, Anand Mishra son of Shri Udai Kant Mishra aged 45 R/o D-120, Kabir Marg, Banipark, Jaipur, Rajasthan-302016 do hereby verify that the contents in Para 1 to 4 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed therefrom.

Verified by me at Jaipur on this 22nd day of March, 2022.



ATTESTED


NOTARY PUBLIC, JAIPUR

23 MAR 2022

For Trimurty Landcon (India) Pvt.Ltd.


Deponent Director/Auth.Sign.

क्रम सं. 86368 विक्रय का दिनांक 22 / 03 / 2022
मुद्रांक का मुल्यांकन का मूल्योंकन 100 /
क्रेता का नाम TRIMURTY LANDCON INDIA PRIVATE LIMITED
पिता एवं पति -
निवासी जयपुर
मुद्रांक खरीदने एवं सम्बन्धित कार्य का मूल्योंकन
Affidavit cum Declaration

पायल अग्रवाल
ला. नं. 01 / 2019
नॉन ज्यूडिशियल स्टाम्प विक्रेता
44, चेतन्य भवन न्यू कॉलोनी एम.आई. रोड जयपुर

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभापित अधिभार		
1. आधारभूत व संरचना सुविधाओं हेतु (धारा 3-क)-10: रुपये	10 /	
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख)-20: रुपये	20 /	
हस्ताक्षर स्टाम्प वेण्डर	कुल योग	30 /



SSOS RAM & S

REVENUE DEPARTMENT

Form-G

AGREEMENT FOR SALE

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



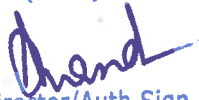
THIS AGREEMENT FOR SALE ("Agreement") is executed
at _____ on this _____ day of _____ Two thousand and
_____.

BY AND BETWEEN

(1) **Trimurty Landcon (INDIA) Private Limited** (CIN U45201RJ2006PTC 022342), a company incorporated under the provisions of Companies Act, 1956 and existing under the provisions of Companies Act, 2013, (PAN AACCT4338D), having its registered office at 601, Geeta Enclave, Vinobha Marg, Jaipur Rajasthan – 302001, through its authorised representative Mr. _____ S/o _____ R/o _____, (Aadhar No. _____) duly authorised vide board resolution dated _____ [hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and permitted assignee(s)] of the One Part.

(2) 1. Smt. Pinky Mathur W/o Late Shri. Vinay Mohan Mathur R/o F-140, Azad Marg, C-Scheme, Jaipur – 302001, Rajasthan, India of, 67yrs. having Aadhar No. xxxxxxxx0446 and Pan No. ANRPM8153G (2) Smt. Meghna Mathur D/o Late Shri. Vinay Mohan Mathur R/o EC-264, Maya Enclave, New Delhi – 110058, India, of 44 yrs. having Aadhar No. xxxxxxxx0554 and Pan No. AIEPM1959N (3) Smt. Mansi Mathur D/o Late Shri. Vinay Mohan Mathur R/o B-4/B, Shiv Marg, Bani Park, Jaipur – 302016, Rajasthan, India of, 42yrs. having Aadhar No. xxxxxxxx6304 and Pan No. AKWPM9559J & (4) Smt. Mudita Mathur D/o Late Shri. Vinay Mohan Mathur R/o E-177, Shiv Park, Ambabari, Jaipur – 302030, Rajasthan, India, of 38yrs. having Aadhar No. xxxxxxxx6602 and Pan No. APOPM1475L, hereinafter jointly referred to as the 'Owners' [which expression

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shall, unless repugnant to the subject or context or meaning hereof, be deemed to mean and include their respective legal heirs, successors, legal representatives, assignees, legatees, executors, nominees, constituted attorney(s)], of the One Part.

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____), Son/Daughter/Wife of Mr. _____, R/o _____ (PAN _____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife of Mr. _____, 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) of the Other part..

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

INTERPRETATIONS/DEFINITIONS

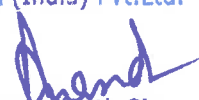
- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) “**ACT**” means Real Estate (Regulation & Development) Act, 2016.
 - b) “**APPLICABLE LAWS**” shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipality Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Plan Model Rajasthan (Urban Area) Building Bye Laws 2020, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017, Rajasthan Apartment Ownership Act, 2015, Rajasthan Apartment Ownership Rules, 2020 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
 - c) “**APARTMENT**” shall mean a flat/unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.

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- d) **“APPROVED PLANS”** shall mean the plans and designs of Project constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- e) **“AUTHORITY”** shall mean the Real Estate Regulatory Authority.
- f) **“BROCHURE”** means brochure depicting details and specifications of the Project (defined herein below) as circulated by the Promoter at the time of booking of Apartment, a copy of which is given to the allottee(s).
- g) **“BUILT-UP AREA”** means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- h) **“CANCELATION AGREEMENT”** means the agreement which is required to be executed and registered at the cost of Allottee(s), if the Allottee(s) or Promoter decide to cancel/withdraw the allotment of Unit as per the terms and conditions of this Agreement.
- i) **“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);
- j) **“COMMON AREAS AND FACILITIES OF THE PROJECT”** means such common areas, facilities, equipment's and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- E** attached hereto.

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- k) **“CONVEYANCE DEED”** (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject 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 Promoter and the Maintenance Association through which the ownership of the Common Areas and Common Facilities is transferred in favour of Maintenance Association by the Promoter subject to and in accordance with the terms of this Agreement.
- l) **“EARNEST AMOUNT”** shall mean 10% of Total Price of Unit.
- m) **“FORCE MAJEURE”** shall have the meaning ascribed to it under clause 7.1 herein-below and notwithstanding anything mentioned in clause 7.1 herein-below, the term force majeure shall also include pandemic, epidemic or any other reasons beyond the control of the Promoter, which effects the development of the Project.
- n) **“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.
- o) **“MAINTENANCE ASSOCIATION”** shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Project, that may be formed under clause (e) of sub-section (4) of section 11 of the Act and in compliance with the Rajasthan Apartment Ownership Act, 2015 and Rajasthan Municipality Act, 2009, for the management/maintenance of Common Area and Facilities of the Project.
- p) **“IFMD”** shall mean interest free maintenance deposit of Rs. _____/- (Rupees-_____only) calculated @ Rs.100/- per sq. ft of the Unit on Super Built Up Area of Unit, payable by the Allottee to the Promoter in addition to Total Price, as per **Schedule-G** attached hereto, which shall be remitted to Maintenance Association at the time of takeover of Common Areas and Facilities of the Project by Maintenance Association.
- q) **“OFFER LETTER”** shall have the meaning ascribed under Clause 7.2 of this Agreement;

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- r) **“TOTAL PRICE”** shall mean the total sale consideration of the Unit as mentioned in clause 1.2 below and is more particularly described in **Schedule-G** attached hereto, at which the Allottee(s) has agreed to purchase the Unit and the Promoter has agreed to sell the Unit.
- s) **“PARA”** means Para of this Agreement;
- t) **“PAYMENT PLAN”** shall mean the payment plan provided under **Schedule-G** attached hereto.
- u) **“PROJECT”** shall mean a group housing project being constructed and developed upon Scheduled Land as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as **“Trimurty’s Valeria”**, at present comprising of 6Floors, 1 Basement Floor and Stilt Floor, consisting of 12 apartments of 4 BHK and Common Areas and Facilities on the Project Land, The empaneled architect Shri Ashok Mishra duly empaneled by the Urban Development Housing Department of Rajasthan Government having empanelment no. CA/91/13916 authorized for approving building plans have approved the building plans and issued the demand of Rs. 5,61,591/- which is duly deposited in the account of the concerned authority vide challan no. 764657 dated 09/03/2022 subsequent to which permission has been granted to carry out construction of multi-storied residential building on the Scheduled Land for construction vide letter dated 16/03/2022. The afore-said sanctioned plan dated 16/03/2022 is subject to change from time to time for betterment of the project.
- v) **“REGULATION”** means regulations made under the Act;
- w) **“RULES”** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- x) **“SCHEDULE”** means the Schedule attached to this Agreement;
- y) **“SECTION”** means the section of the Act.
- z) **“SCHEDULED LAND”** shall have the meaning ascribed in Recital A and more particularly detailed in **Schedule-A**.
- aa) **“UNIT”** shall have the meaning ascribed in Recital P.

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- 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 Municipality Act, 2009 or Rajasthan Apartment Ownership Act 2015 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Owners own and possess residential Plot No. F-140, Azad Marg, C-Scheme, Jaipur-302001, Rajasthan, India admeasuring 825.50 Sq. Yds. bounded as under:

North: Plot no. F-141

South: Road 40ft. wide (Gautam Marg)

East: Plot no. F-144

West: Road 64ft. wide (Azad Marg)

- i. Late Shri Madan Lal Mathur had purchased from Urban Improvement Board, Jaipur the said Plot No. F140 vide their sale letter (Vikray Patra) No. 70, Samwat 2017, dated 24 June 1960, which was verified and registered on 18-10-1960 in the office of the Sub-Registrar Jaipur Registry serial number 2204, Book number 1, Page 180, Page 217 to 218 and copy pasted in Book Number 1, Part 29, Page 66 on 22 November, 1960 for annual lease Rs. 34 and paise 11 only. Compound walls, main gates in south and west directions one storeyed building and water and electricity connections and fittings were done by Late Shri. Madan Lal Mathur out of his own self earned income. He had all the rights over this property for transfer and the property was free of all legal charges and encumbrances of the state government and the public.
- ii. Vide a registered gift deed dated 25 February, 1972, Late Shri. Madan Lal Mathur gifted the west portion of the plot area admeasuring 366.43 Sq. Yds., out of the total plot area of 825.50 Sq. Yds., to late Shri. Vinay Mohan Mathur and remaining 459.07 Sq. Yds., i.e, east portion was retained for his own use. The capitalized value of the gifted land and building thereon was Rs. 35,341/- stamp duty of Rs. 1704/- was paid. The Jaipur Development Authority, Jaipur divided the lease money liability accordingly fixing Rs. 18.97 per year for late Shri Madan Lal Mathur and Rs. 15.14 per year for Late Shri Vinay Mohan Mathur vide their letter no. 5123 dated 17.03.1973, noted as 5124 dated 21-03-1973.

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- iii. Shri. Madan Lal Mathur executed a will in favour of Shri. Vinay Mohan Mathur dated 19-2-1994, regarding the East portion of the above said plot and building thereon construed on 459.07 Sq. Yds.
- iv. Shri. Madan Lal Mathur expired on 05-02-1997.
- v. Late Shri. Vinay Mohan Mathur inherited the East portion of the above said plot and building thereon construed on 459.07 Sq. Yds. vide Will dated 19-2-1994, executed in favour of Late Shri. Vinay Mohan Mathur, like this Mr. Vinay Mohan Mathur became the owner of the total plot no. F-140, admeasuring 825.50 Sq. Yds. and building thereon through the gift deed and will both executed by Late Shri. Madan Lal Mathur.
- vi. Late Shri. Vinay Mohan Mathur applied to the Jaipur Development Authority (JDA) for transfer of the said property to his name. The JDA elected the transfer of the said property to his name on the same terms and conditions as were applicable to his father after inviting objections if any from the members of the public through advertisement in a leading newspaper, Danik Bhaskar at his cost Rs. 3900/- for the advertisement and issued letter No. जविप्रा/उपा/जोन-1/2008/डी 1519 दिनांक 24.04.2008, to him convening the matter. Thus, Late Shri. Vinay Mohan Mathur gained all the rights over the land and building over the plot F-140 East Portion as were available to his late father Shri. Madan Lal Mathur.
- vii. Shri. Vinay Mohan Mathur expired on 12th April 2016, leaving behind his wife Smt. Pinky Mathur, age 67 years, and his three daughters only namely Meghna Mathur age 44 years, Mansi Mathur age 42 years and Mudita Mathur age 38 years. He had no son. All the daughters are happily married and settled. He had lots of love and affection for all the family members. Family members are respectful and well behaved towards him. He retired from the Army as a colonel and got sufficient pension to look after himself and his wife including all other routine liabilities, thus, Late Shri. Vinay Mohan Mathur during his life time proposed to subdivide the above said property between his wife and 3 daughters according to the family settlement hand written by Late Shri. Vinay Mohan Mathur during his life time.
- viii. (1) Smt. Pinky Mathur W/o Late Shri. Vinay Mohan Mathur (2) Smt. Meghna Mathur (3) Smt. Mansi Mathur & (4) Smt. Mudita Mathur all 3 D/o Late Shri. Vinay Mohan Mathur became Owners as per the family settlement all together applied for name transfer to the Jaipur Development

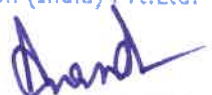
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Authority and Jaipur Development Authority has transferred the land in their name vide letter no. JDA/DC/Zone-1/2021/D-2468 date 05/10/2021.

- ix. That the Land Owners are in lawful possession of the Property No. F-140, Azad Marg, C-Scheme, Jaipur with a total area admeasuring of 825.50 square yards equivalent and have legal title to the Scheduled Land with legally valid documents.
- x. The owners of the Land are (1) Smt. Pinky Mathur W/o Late Shri. Vinay Mohan Mathur R/o F-140, Azad Marg, C-Scheme, Jaipur – 302001, Rajasthan, India having Aadhar No. xxxx xxxx 0446 and Pan No. ANRPM8153G (2) Smt. Meghna Mathur D/o Late Shri. Vinay Mohan Mathur R/o EC-264, Maya Enclave, New Delhi having Aadhar No. xxxx xxxx 0554 and Pan No. AIEPM1959N (3) Smt. Mansi Mathur D/o Late Shri. Vinay Mohan Mathur R/o B-4/B, Shiv Marg, Banipark, Jaipur having Aadhar No. xxxx xxxx 6304 and Pan No. AKWPM9559J & (4) Smt. Mudita Mathur D/o Late Shri. Vinay Mohan Mathur R/o E-177, Shiv Park, Ambabari, Jaipur having Aadhar No. xxxx xxxx 6602 and Pan No. APOPM1475L. A development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing multistoried residential project on the Scheduled Land vide Development Agreement dated 12/02/2022 and such agreement has been registered on 15/02/2022 in the office of Sub- Registrar Jaipur -II in its Book No. 01, Volume No. 1399 at Page No 91, bearing Serial No. 202203016102236 and an additional copy of the same was also pasted in its additional Book No. 01 Volume No. 5582 at Page No. 686 to 705 vide which the Developer have all the powers of sale and conveyance for their respective area of units as demarcated & divided in the said developer agreement dated 07.04.2021. The owners of the land have also executed an irrevocable general power of attorney in favour of M/s Trimurty Landcon (India) Pvt. Ltd. for the same, and such general power of attorney for development of the property has been registered on 16/02/2022, in the office of Sub- Registrar Jaipur -II in its Book No. 04 Volume No. 185 at Page No 168, bearing Serial No. 202203016400082 and an additional copy of the same was also pasted in its additional Book No. 04, Volume No. 672 at Page No. 966 to 980.
- xi. The Scheduled Land is earmarked for the purpose of multistoried residential project, comprising of 1 multistoried tower at present comprising of 6 Floors + 1 Basement Floor and Stilt Floor, comprising of 12 apartments of 4BHK and Common Areas and Facilities on the Project Land. The empaneled architect, Shri. Ashok Mishra duly empaneled by the Urban

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Development Housing Department of Rajasthan Government, having empanelment no. CA/91/13916, authorized for approving building plans have approved the building plans and issued the demand of Rs. 5,61,591/- which is duly deposited in the account of the concerned authority vide challan no. 764657 dated 09/03/2022, subsequent to which permission has been granted to carry out construction of multi-storied residential building on the Scheduled Land for construction, vide letter dated 16/03/2022. The afore-said sanctioned plan dated 16/03/2022 is subject to change from time to time for betterment of the project.

- B. Accordingly, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed and is in the lawful possession of the Scheduled Land and has legal title to the Scheduled Land with legally valid documents.
- C. The Scheduled Land is earmarked by the Promoter for the purpose of development of a residential group housing building comprising of Apartments and Common Areas and Facilities of the Project to be known as “**Trimurty’s Valeria**”.
- D. The Promoter has planned and is in the process of constructing and developing Project upon the Scheduled Land after getting necessary permissions/approvals from competent authorities. The location details of the Project being developed upon Scheduled Land is fully described in **Schedule A**.
- E. The Project has been registered with the Real Estate Regulatory Authority (“Authority”) on dated..... and the project registration certificate no. is This registration is valid for a period of years commencing from and valid up to, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website ([www.http:rera.rajasthan.gov.in](http://www.rera.rajasthan.gov.in)) of the Authority.
- F. The following approvals and sanctions have been obtained in respect of the Project:
- i. The approved layout plan of the Project *vide* letter dated 16/03/2022. A copy of the same is enclosed herewith and marked as **Annexure-I**.
 - ii. Temporary fire NOC is not applicable, affidavit has been given for the same as required *vide* government notification no. F.18(25)UDH/General/2014 dated 27-06-2017.
 - iii. The NOC from Airport Authority of India is not applicable.

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- iv. Environmental Clearance is not required as per the provisions of EIA notification 2006.
- G. The Promoter agrees and undertakes that it shall make changes to Approved Plans of the Project in strict compliance with Section 14 of the Act and other Applicable Laws.
- H. The details of the development work to be undertaken in the Project and the proposed facilities as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-F**.
- I. The details of salient features of the Project have been specifically provided in **Schedule-B** attached hereto.
- J. The details of external development work to be taken for the Project have been specifically provided in **Schedule-J** attached hereto.
- K. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule-K** attached hereto.
- L. The stage wise time schedule for completion of Project is provided in **Schedule-I** attached hereto.
- M. The Promoter has opened a separate account in Punjab National Bank, Panchbatti Jaipur branch of Punjab National Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- N. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the Project is being developed have been completed.
- O. The Allottee(s), being aware of the Project and details given above as well as in the Brochure/advertisement about the Project, has applied for allotment and purchase of an Apartment in the Project *vide* booking/application form no. dated(**"Booking Form"**). The Allottee(s) has also deposited a sum of Rs.(Rupees only) (hereinafter referred to as **"Booking Amount"**) as an advance payment / booking amount which is including application fee and which is not more than 10% of Total Price of Unit (as defined below) and agrees to make timely and complete payments of the

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balance of Total Price of Unit and other additional amounts payable as per this Agreement as per terms and conditions of this Agreement.

P. The Promoter has allotted following Apartment in the Project to the Allottee(s):

- i. Apartment No. _____;
- ii. Floor No. _____;
- iii. Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.; along with one earmarked car parking and one store bearing no. _____ and pro data share in the Common Area and Facilities of the Project, including Scheduled Land (the layout plan of the said Apartment is annexed herewith as **Annexure-II** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the **"Unit"**).

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

R. 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.

S. 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.

T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee(s) hereby agrees to purchase the Unit along with earmarked one car parking as specified hereinabove in **Recital P**.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.

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1.2 The Total Price for the Unit based on the carpet area is Rs.
.....(In words Rupees.....only).

(Give break-up and description):-

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

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

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

Explanation:

- i. The Total Price of Unit above includes Booking Amount of Rs. _____/- (Rupees _____ only) paid by the Allottee to the Promoter towards the said Unit as mentioned in Para O above.
- ii. The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of the handing over the possession of the Unit to the Allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate.

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

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

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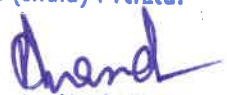


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- iii. The Promoter shall periodically intimate to the Allottee(s), the amount payable as per the payment plan the amount as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - iv. The Total Price of Apartment includes price of Land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per term no 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
- 1.3 The Total Price of the Unit is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase 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).

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- 1.4 As mentioned above, the Promoter has already received Booking Amount of Rs. _____/- (Rupees _____ only) from the Allottee(s), out of the Total Price of Unit of Rs. _____/- (Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Total Price of Unit of Rs. _____/- (Rupees _____ only) and all other amounts, which are specifically mentioned in this Agreement and does not form part of Total Price of Unit, strictly in accordance with the Payment Plan as per **Schedule-G**.

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 applicable taxes including GST along with interest thereon, for any due under this Agreement.

- 1.5 The Promoter 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 the Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Common Areas and Facilities of the Project as described therein at **Schedule-E** in respect of the Project without the previous 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 Promoter 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 Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.6 The Promoter shall confirm the final carpet areas that has been allotted the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority,

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by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

1.7 Subject to clause 16, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- i. The Allottee(s) shall have exclusive ownership of the Unit.
- ii. The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project, including the Scheduled Land. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Project to the Maintenance Association after duly obtaining the occupancy certificate from the competent authority as provided in the Act.
- iii. That the computation of Total Price of the Unit includes recovery of price of undivided proportionate share in Scheduled Land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, maintenance charges for 3 months and cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as specifically mentioned in this Agreement;
- iv. The Allottee(s) has the right to visit the Project site to assess the progress 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

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as construction activities are in full swing and the Promoter shall not in any way be held responsible for any mishappening caused to/with Allottee(s) while visiting the site.

1.8 The Promoter has earmarked ____ parking space of the Allottee(s) at _____ and has also assigned parking space no. _____ for proper management and utilization of parking area of the Project and map of earmarked parking space has been annexed herewith as **Annexure-III**.

1.9 The Allottee(s) agrees and understands that except as expressly provided in recital P herein-above, the 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 Promoter, which it shall be free to deal with, in accordance with Applicable Laws.

1.10 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

The Promoter agrees to pay all outgoings/ dues, which it has collected from allottees, before transferring the physical possession of the Unit to the Allottee(s). If the Promoter fail to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agree 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.

1.11 That the Project shall always be known as “**Trimurty’s Valeria**” and the name of the Project shall not be changed except with the consent of the Promoter.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement, the Allottee(s) shall make all payments, on written/oral demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/demand draft/ banker's cheque or online payment (as applicable) in favor of _____ payable at _____. The receipt would be valid only after realization of the said

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cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s). The Allottee(s) hereby agrees that his/her rights under this Agreement shall be subject to timely payment of installments with respect to the Units(s) in accordance with this Agreement.

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

3.2 Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to Promoter immediately and comply with necessary formalities if any, under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Plot in any way and Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS: The Allottee(s) hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s)

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against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee(s) and the common areas to the Maintenance Association or the competent authority, as the case may be.

6. **CONSTRUCTION/DEVELOPMENT OF THE PROJECT:** 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, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approved Plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws, BAR, 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 1.5 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF SAID UNIT:**

7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the common areas to the Maintenance Association or the Competent Authority, as case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30/09/2024, 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 Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the

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Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of Unit:** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4 **Possession of the Allottee(s):** - After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

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Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 7.5. **Cancellation by Allottee(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 Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

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

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

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8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Land Owner has absolute, clear and marketable title with respect to the Scheduled Land and the Promoter has the requisite rights to carry out development upon the Scheduled Land.
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- iii. There are no other encumbrances upon the Scheduled Land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- ix. At the time of registration of the Conveyance Deed of the Unit the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association.
- x. The Scheduled Land is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Scheduled Land.
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and

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other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till Occupancy Certificate has been issued and possession of the Unit along with Common Area and Facilities of the Project (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Maintenance Association, respectively. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property has been received by or served upon the Promoter in respect of the Scheduled Land and/or the Project.

- xii. The Promoter 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 Promoter 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 Promoter shall be considered under a condition of default, in the following events, namely:

- i. The Promoter fail 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 fail 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, as agreed to between the parties, and for which occupation certificate and occupancy certificate, as the case may be, has been issued by the competent authority;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above in clause 9.1 above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:

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- i. Stop making further payments to the Promoter as demanded by the Promoter; or
- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination notice;

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

The Allottee hereby agrees that in case of cancellation of this Agreement as per clause 7.5 hereinabove i.e. without any default of Promoter, the Promoter after forfeiture of Earnest Money/Booking Amount and proportionate interest cost of project loan shall refund the balance amount within 45 days of resale of the unit cancelled by the Allottee and upon execution and registration of cancellation agreement. The Allottee further agrees that the Promoter shall not be liable to refund GST and/or any other taxes collected from Allottee(s)/adjusted from the amounts received from Allottee(s) and deposited by the Promoter with the concerned department in respect of the Unit. However, the Allottee(s) shall be free to claim refund of such taxes from concerned department, if permissible, and Promoter agrees to provide required documents for the same.

- 9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:
- i. failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
 - ii. delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 months after notice from the Promoter in this regard;
 - iii. after the issuance of Offer Letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable,

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under this Agreement within the period mentioned in the Offer Letter;

- iv. after the issuance of Offer Letter as per Clause 7.2, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- v. breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- vi. violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Promoter'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:

- i. Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- ii. Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- iii. Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi), the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 9.4 (i) and (b) recover maintenance charges from the date of issuance of Offer Letter and (c) recover holding/ safeguarding charges @ 1% per month on the Total Price of Unit ; and (d) 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(iii) and Allottee(s) hereby authorizes the Promoter for the same.

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- iv. The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- 9.5 In case of cancellation of allotment of Unit by the Promoter as per the terms of this Agreement, the refundable amount shall be refunded to the Allottee(s) as per the terms of this Agreement only upon execution and registration of Cancellation Agreement and handing over of all the original documents in respect of the Unit to the Promoter. Further, the cost and expenses of execution and registration of Cancellation Agreement shall be borne and paid by the Allottee(s) only.
- 9.6 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer:
- i. The Earnest Amount;
 - ii. Brokerage paid by the Promoter in respect of Unit;
 - iii. any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
 - iv. The interest paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/or 9.4 (iii), if applicable;
 - v. Proportional project loan interest;
 - vi. Bank loan charges on closure etc.
- 9.7 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

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10. INDEMNIFICATION:

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

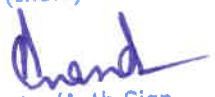
10.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

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

11. MAINTENANCE OF THE PROJECT:

11.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities @ Rs. 3/- per sq. ft. of Super Built Up area of the Unit; however, for first twelve-months maintenance charges from the date of occupancy certificate as mentioned in **Schedule-G** attached hereto shall be payable lum-sum @40/- per sq.ft. at the time of offer of possession of the said Unit in addition to Total Price.

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11.2 That a Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter and/or Maintenance 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 of Project shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter 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 Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Facilities of the Project.

11.3 The Promoter shall transfer the IFMD to the Maintenance Association without any interest at the time of takeover of Common Areas and Common Facilities of the Project to the Association.

11.4 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 Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of 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 Maintenance Association, from time to time & regularly.

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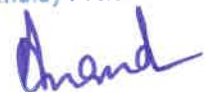

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- 11.5 That the Allottee(s) shall be solely responsible for getting electricity connection from JVVNL for the Unit at its own cost and expenses.
- 11.6 The Allottee(s) shall be liable to pay the cost of procuring and supplying water for the Project, including the cost of infrastructure and PHED charges for PHED water connection for the Project, as and when connection is provided by PHED, in proportion to the area owned by them or occupied by them.
- 11.7 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.
- 11.8 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 Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time. The water and electricity supply to the Unit(s) shall be stopped if the Allottee(s) fails to pay the monthly maintenance charges.
- 11.9 Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per its Bye-Laws.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

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12.2 That the Promoter does not take any guarantee or warranty in case of any defects/malfunction in the fittings and equipment's installed in the said Unit and/or Project, which are manufactured by third parties and are/will be installed in the said Unit and/or Project. However, the Allottee shall be free to contact the respective makers of such fittings and equipment's, if such fittings and equipment's shows any defect or malfunction, during subsistence of its warranty, if any.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS: The Promoter / Maintenance Association shall have right of unrestricted access of all Common Areas and Facilities of the Project, parking spaces, for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance 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.

14. USAGE: Use of Basement(s) and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting 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 use by the Maintenance Association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- i. The Allottee(s) shall not be entitled to assign his rights under this Agreement to any person without prior written permission of Promoter, except to the Applicant's grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, stamp duty and registration charges, etc. in respect of such transfer. In case of housing loan, assignment shall be done as per the respective loan agreement and prior permission from the respective bank is required.

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- ii. The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- iii. Subject to clause 11 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 tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- iv. The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, windows, grill, etc. on the façade of the building/Project or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. 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.
- v. 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 Promoter / Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- vi. The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Maintenance

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Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.

- vii. The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- viii. The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- ix. It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the building/ Project.
- x. 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.
- xi. Allottee(s) shall not throw dirt, rubbish, rags, garbage, water, etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated.
- xii. Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/or the Unit.
- xiii. 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.
- xiv. The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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- xv. 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 Promoter/Maintenance Association and the Promoter/Maintenance Association may permit the same subject to appropriate conditions.
- xvi. 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 / endorers / 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, licensees and /or subsequent allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) in the Unit is permissive or hostile.
- xvii. The Allottee(s) or Maintenance Association shall not object to the display of the project name “**Trimurty**” with the prefix of the Promoter name anywhere in the Scheduled Land/Project.
- xviii. Notwithstanding anything mentioned in clause 1.2 above, the Total Price of Unit does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, cancellation agreement/deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Price of Unit above does not include maintenance charges for first 3 months, which has been mentioned in clause 11.1 hereinabove and which shall payable by Allottee(s) at the time of offer of possession of the said Unit to the Allottee(s).

16.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.

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

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18. PROMOTERS 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 Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the 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 Promoter shall provide NOCs etc. as may be required by the Allottee(s).

19. BINDING EFFECT: Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application/allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter 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: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

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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:** 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 by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

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

23.1 The Promoter may, at least 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 Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

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

25.**METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the Apartments in the Project.

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

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

28.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 or speed A.D. post or email to the party at their respective addresses specified below:

M/sTrimurtyLandcon(India)Pvt.Ltd.	Allottee(s)
601, Geeta Enclave, Vinoba Marg, C-Scheme, Jaipur Email : support@trimurty.com	

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 Promoter or the Allottee(s), as the case may be.

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

30.SAVINGS: Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the

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right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

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

32. DISPUTES:

32.1 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 dispute shall be referred to a sole arbitrator to be mutually appointed by the Parties for arbitration under the Arbitration and Conciliation Act 1996 and the Rules made thereunder with all necessary modifications and amendments made from time to time. The place of Arbitration shall be at Jaipur.

32.2 Subject to clause 32.1, the disputes shall be settled in the manner as provided under the Act.

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

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

34 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 Promoter shall in no way whatsoever be responsible or liable thereof and no

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such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Unit.

35 REFUND OF AMOUNTS PAID DURING DEVELOPMENT: The Promoter shall be solely entitled to refund of all amounts paid by the Promoter to various authorities in respect of the Project.

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

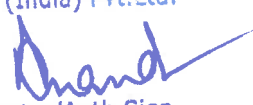
Signed and delivered by the within named Allottee(s) in the presence of witnesses on

ALLOTEE(S):	
Name:	
Signature:	
Designation:	

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

PROMOTER:	
Name:	Mr. _____ For and on behalf of M/s Trimurty Landcon (India) Pvt. Ltd.
Signature:	
Designation:	

WITNESSES: 1	
Signature:	
Name:	
S/O, W/O:	
Address	
WITNESSES: 2	
Signature:	
Name:	
S/O, W/O:	
Address	

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SCHEDULE-A
(Description of Scheduled Land)

Name of Scheme/Colony and City	Plot No.	Area (in Sq. Yds.)
Azad Marg, C-Scheme, Jaipur	F-140	825.50 Sq. Yds.

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

North: Plot no. F-141

South: Road 40ft. wide (Gautam Marg)

East: Plot no. F-144

West: Road 64ft. wide (Azad Marg)

And

Measuring (Average Width and Average Depth)

North to South: 22.25Mtr. Deep

East to West: 31.01Mtr. Wide

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

In North: 26°54'33.90"N 75°47'48.64"E

In South: 26°54'33.31"N 75°47'48.39"E

In East: 26°54'33.95"N 75°47'47.69"E

In West: 26°54'33.44"N 75°47'48.92"E

4. Other details of the location of the Project: F-140, Azad Marg, C-Scheme, Jaipur – 302001, Rajasthan, India.

5. Location Map



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Handwritten signature
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SCHEDULE-B
(Details of salient features of Project)

SCHEDULE- C
(Description of the Unit)

1. Apartment No. _____;
2. Floor No. _____;
3. Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
4. Built up area _____;
5. Along with one earmarked car parking and one store bearing no. _____

SCHEDULE-D
(Floor Plan of the Block/ Tower in the Project where the Unit is located)

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

SCHEDULE- F
(Detailed Plan of Development Works to be undertaken)

S.No.	Type of Development Work

SCHEDULE- G
(Payment Plan)

1. The Total Price of the Unit is Rs. _____ / - (Rupees _____ only), which may be calculated in any of the following manner:
 - a. If calculated on Carpet Area: Rs. _____ /- per sq. ft. * Carpet Area of Unit: _____ sq. ft. = Rs. _____ /- (Rupees _____ only);
 - b. If calculated on Super Area: Rs. _____ /- per sq. ft. * Super Area of Unit: _____ sq. ft. = Rs. _____ /- (Rupees _____ only);

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- c. If calculated on Built Up Area: Rs. _____/- per sq. ft. * Built Up Area of Unit: _____sq. ft. = Rs. _____/- (Rupees _____only).
2. In addition to the Total Price, the Allottee(s) shall be liable to pay Interest Free Maintenance Deposit: Rs. _____/-
3. Please note that in addition the Total Price and other amounts mentioned herein, the Allottee shall be liable to pay GST at applicable rates on all the amounts payable by the Allottee to the Promoter as per this Agreement.

Construction Linked Payment Plan

Payment Plan				
S.No.	Stage of development works and completion of Unit (Basement + Stilt + First + Second + Third + Fourth + Fifth + Sixth)	Percentage of the Basic sale Consideration of Unit	Current Stage	Period within which the Instalment is to be paid by the Allottee(s)

Down Payment Plan

S.No.	Stage of development works and completion of Unit	Percentage of Total Price of Unit	Installment Amount in Rs.	Period within which the Installment is to be paid by the Applicant
1.				
2.				
3.				

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

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SCHEDULE-I
Stage Wise Time Schedule of Completion of Project

S. No.	Stage	Time within which the works are to be completed	Details of works to be completed

SCHEDULE- J
(Details of external development work for the Project)

SCHEDULE-K
(Details of specification of material used in construction)
Materials shall be used as per I.S. Codes.

Annexure- I
(Approved layout plan of the Project)
Approved Plan

Annexure-II
(Layout plan of Unit)

Annexure- III
(Earmarked Parking for Allottee(s))

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