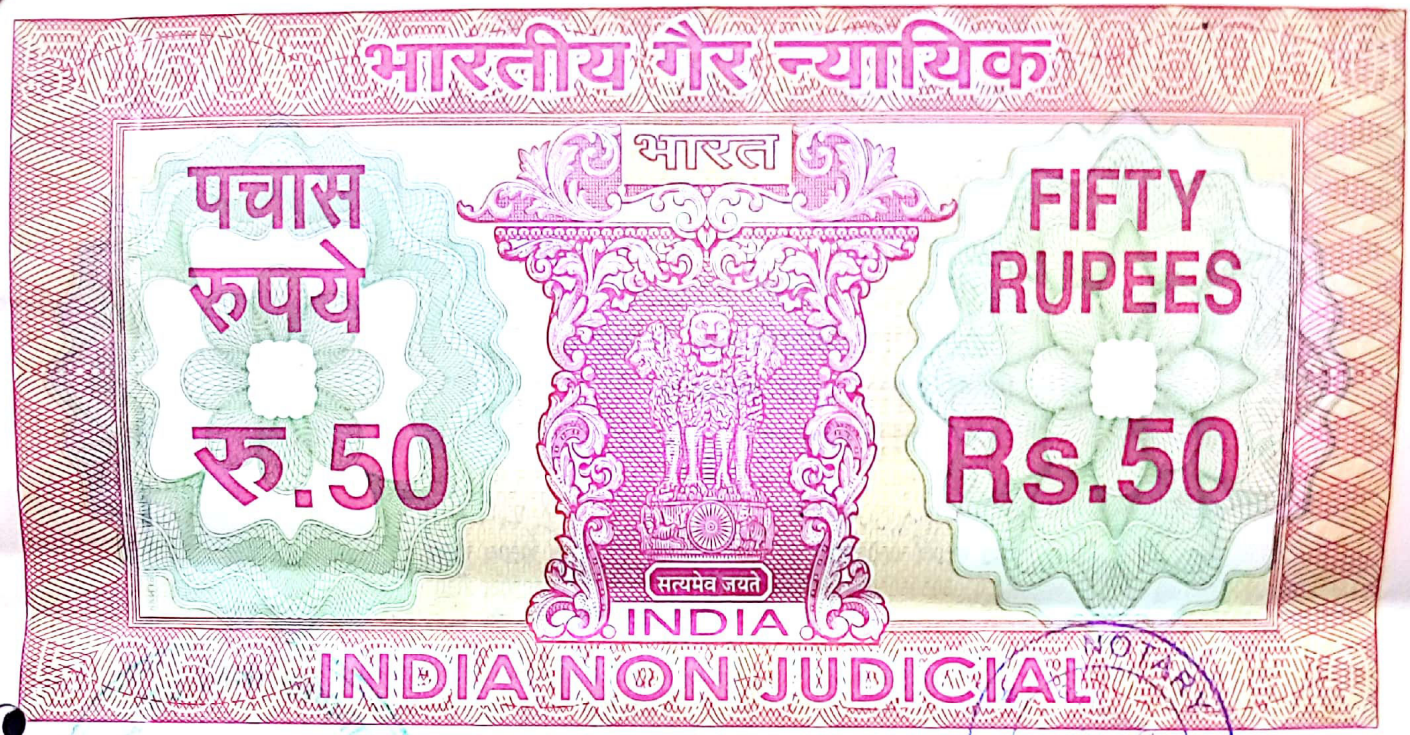


राजस्थान RAJASTHAN

H 999568

Affidavit

I, Punit Rai S/o Mr. R. N. Rai, aged ___ years, R/o A-26, New Krishna Park, Najafgarh Road, NewDelhi-110018, Partner of M/s Star Raison Landmarks, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our Project "The Essentia Phase-II" at Bhiwadi, Dist Alwar under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

2. That the draft Agreement to Sell attached with our aforesaid application is based on model draft given as form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

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

For STAR RAISON LANDMARK

Deponent
Authorised Signatory
Executant

Sign. Thumb Imp.
Attested (as Identified)
27/7/17
Notary, Distt.-Alwar (Raj.)

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जयपाल सिंह (मु0 वि0 ला0 नं0 193/05)
भिवाडी जिला अलवर (राज0)

रजि0 नं0 685 दिनांक 27.04.2017
नाम मै0 स्टार राईसन लेण्डमार्क
निवासी/पता भिवाडी तह0 तिजारा
जिला अलवर वास्ते शपथपत्र
जर्ये धर्मजीत सिंह

ह0 स्टाम्प खरीददार

ह0 स्टाम्प सेलर
जयपाल सिंह
(मु0 वि0 ला0 नं0 193/05)

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत

स्टाम्प राशि पर प्रभारित अधिभार 5/-

1. आधारभूत अवसंरचना सविधाओं हेतु
(धारा 3–क) – 10% रूपये 1/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु
(धारा 3–ख) – 10% रूपये 1/-
कुल योग 2/-

हस्ताक्षर स्टाम्प वेण्डर

NOTARY

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I, Punit Rai S/o Mr. R. N. Rai, aged ___ years, R/o A-26, New Krishna Park, Najafgarh Road, NewDelhi-110018 do hereby verify that the contents in Para No. 1 to 3 of my above affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Bhiwadi on this _____

For STAR RAISON LANDMARK

Deponent

Authorised Signatory

Identified By

Executant

Sign. Thumb Imp.
Attested (as identified)

Notary, Distt.-Alwar (Raj.)

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Letter No.: SRL/AL/ | Dated: xx-xx-xxxx

ALLOTMENT LETTER

Mr./Ms./Mrs. _____

_____

_____

_____ _____

Applicant

_____

Co- Applicant (if any)

Sub: Letter of Allotment of Unit in "The Essentia phase -II", situated at Sector 22, Bhiwadi-Alwar Bypass Road, opposite Power Grid, Bhiwadi, Rajasthan

Dear Sir/Madam,

Heartily Congratulations!!!

We are delighted to inform you that you have been allotted a Unit/Flat, the detailed particulars of which are given below in **"Schedule A" ("UNIT")**, against your Registration/Application Form no. mentioned therein ("**Application Form**"), in our Residential Project named as **The Essentia Phase - II ("Project")** which is being developed upon land admeasuring _____ sq. mtrs, ("**Project Land**") forming part of piece and parcel of land admeasuring _____ sq. mtrs situated at **Sector 22, Bhiwadi- Alwar Bypass Road, opposite Power Grid, Bhiwadi, Rajasthan** ("**Scheduled Land**") upon which the whole project name "**The Essentia**" comprising of various phases such as the Essentia Phase-I, the Essentia Phase-II i.e, Project, and the Essentia Subsequent Phase(s), is being developed ("**Whole Project**") in accordance with terms and conditions of said Application Form, this Allotment Letter and standard Agreement for Sale to be executed and signed by you, which all along-with the Title documents, plans, site plans and other Project details are available for view at our site office as well as at the website of the Real Estate Regulatory Authority i.e. www.rera-rajasthan.in and which you have already seen and satisfied yourself before making application for allotment of the Unit.

1. Total Sale consideration of the Unit, comprising of (A) Basic Sale Consideration and (B) Additional Payment as under, shall be payable as per payment plan opted by you in application for allotment: -
   Basic sale Consideration, including consideration for exclusive balcony and the Additional Payment of Parking Upgradation Development Charges (for usage of large / small car at lower basement / upper basement / stilt / mechanical parking / 2 wheeler in basement, as opted by you at the time making application for booking the Unit, shall be as is mentioned below in item No. 1 of **"Schedule B"**.

2. In addition to the Total Sale Consideration of Unit as mentioned above, the Allottee shall also pay Other Charges as mentioned below in item 2 (i) to (xi) of **"Schedule B"** as per payment plan mentioned in the application for allotment.

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Authorised Signatory

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2. The Allottee(s) shall, in addition to the payment of dues mentioned in paras 1 & 2 above, shall also be liable to pay GST or any other indirect tax extra, as may be applicable, along with the dues payable by him.

3. Payment Receipt(s) of Booking Advance made by you for the Allotted Unit is separately issued to you.

4. You shall sign the standard Agreement for Sale of the Promoter as and when requested by us.

5. Promoter's GSTIN: 08ABHFS0368R1ZF
Rera Regn. No. _____
Rera Website Address: www.rera-rajasthan.in

6. That there are two Schedules attached to this allotment as referred to above and the same form part of this Allotment Letter.

"Schedule A"

Booking Application Form No.:		Date:	
Booking Amount Paid:	Rs.		

Particulars of Unit

Unit No.:		Type:	
Carpet Area (in Sft):		Super Area (in Sft):	
Tower:		Block:	
Floor:		Unit No.	
Project:	The Essentia Phase-II	Whole Project:	The Essentia
Location:	Sector-22, Alwar Bypass Road, Opp. Power Grid, Bhiwadi, Rajasthan		

"SCHEDULE B"

S.No.	Description		Amount (Rs.)
1	**Total Sale Consideration of Unit:**		
	(A) Basic Sale Consideration of the Unit	Rs.	
	(B) Additional Payments	Rs.	
	Total Sale Consideration of Unit (A+B)	Rs.	Rs.

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2	**Other Charges**	
(i)	(Optional) Power backup Installation Charges. Opted for _____ KVA @ Rs._____ per KVA	
(ii)	IFMS	
(iii)	Upfront maintenance Charges	
(iv)	Stamp Duty & Registration charges, incidental charges & any other charges	As per actual
(v)	Documentation administration Charges for each document to be registered.	Rs._____
(vi)	Proportionate charges for insurance of Project Land and the Said Project	As per actual
(vii)	Installation charges of JVVNL electric meter _____KVA	As per actual
(viii)	Cheque bouncing charges	Rs. 500 for each bouncing
(ix)	Interest on delayed payments, Unit holding charges, Unit transfer administration charges, as the case may be.	As per terms of the Agreement
(x)	Any other charges	
(xi)	GST / other taxes (if any) extra	As applicable

Please acknowledge and return a copy of this Allotment Letter duly signed by you in token of your acceptance of the same.

Warm Regards,
For Star Raison Landmarks

_____
Authorised Signatory

Received and Accepted the above mentioned terms and conditions in this Allotment Letter

_____ _____
Allottee(s) Co-Allottee(s)

For STAR RAISON LANDMARKS
Authorised Signatory

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Form-G

AGREEMENT FOR SALE

Please affix photograph (Promoter)

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

BY AND BETWEEN

M/S Star Raison Landmarks, a partnership firm registered with Registrar of Firms (PAN No. ABHFS0368R), having its registered office at "SRL Office", A-26, Part Basement, New Krishna Park, Najafgarh Road, New Delhi-110018 through its Authorised signatory Mr. _____ S/o _____ R/o _____ duly authorised vide resolution/authority letter dated _____ passed and signed by all the partners constituting the firm, (Copy enclosed as **Annexure I**) [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 **FIRST PART;**

AND

Mr./Ms./Mrs._____, Son/Daughter/Wife of Mr._____, R/o _____(PAN _____)(Aadhar No. _____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife of Mr._____, R/o _____ (PAN _____)(Aadhar No. _____); hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s)& permitted assignees) of the **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 Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.

c) **"APARTMENT"** shall mean a space/unit in the Whole Project/Said Project (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes a flat and all such units or spaces intended to be used for the purposes permitted under Applicable Laws.

d) **"APPROVED PLANS"** shall mean the plans and designs of the Said Project (defined herein-below) constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the competent authority, 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) **"BUILDING"** shall mean the block /building no._____ in the Said Project (defined herein below) where the Allottee(s) has been allotted his "Unit" and more particularly described in **Part-I of Schedule B**.

g) **"BUILT-UP AREA"** means the sum of area of the apartment/flat/Unit. It shall include area encompassed within the walls of the apartment or flat, all balconies, whether covered or uncovered, and the 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) "**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**

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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);

i) "**COMMON AREAS AND FACILITIES OF WHOLE PROJECT**": shall mean and include such common areas, facilities, equipments, spaces, including connecting road, STP, UGT, Water supply, drainage pipe network, ESS in the Whole Project, which are meant AND/OR reserved for common use and enjoyment of all the occupants of the Whole Project and shall be developed and delivered in phases i.e. along with the phase, of which such common area and facilities forms part, and more particularly detailed in the **Part I of Schedule- C** attached hereto, except as specifically excluded as per the terms of the Agreement.

j) **COMMON AREAS AND FACILITIES OF SAID PROJECT**: shall mean and include such common areas, facilities, equipments and spaces in Said Project which shall be developed along with Said Project and more particularly detailed in the **Part II of Schedule- C** attached hereto, except as specifically excluded as per the terms of the Agreement.

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 facilities shall mean written instrument executed between the Promoter and the Resident's Association through which the ownership of the Common Areas and Facilities of the Said Project is transferred in favour of Resident's Association by the Promoter, subject to and in accordance with the terms of this Agreement.

l) "**EARNEST AMOUNT**" shall mean 10% of the Total Sale Consideration of Unit plus applicable GST.

m) **"THE ESSENTIA PHASE I"** means first phase of the Whole Project, comprising of 3 blocks/buildings viz Crimson (comprising of 4 blocks CA, CB, CC & CD), Saffron (comprising of 4 blocks SA, SB, SC & SD) and Olive (comprising of 5 blocks OA, OB, OC, OD & OE) which have been constructed and developed upon the part of the Scheduled Land after obtaining all the necessary permissions and approvals in accordance with Applicable Laws and are complete.

n) **"SAID PROJECT"** means second phase of the Whole Project, comprising of 2 buildings viz Wembley (comprising of 2 blocks WA & WB) and the Oval (comprising of one block TO) and is being developed upon Project Land(defined herein-below) after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, to be known as "**The Essentia Phase II**" and is registered as an on-going Project with RERA (Registration No_____).

o) **"THE ESSENTIA SUBSEQUENT PHASE(S)"** means subsequent phase(s) of the Whole Project, which shall be developed on the remaining part of the Scheduled Land.

p) **"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 Applicable laws.

q) **"LIMITED COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT"** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments as detailed in clause 1.4A. The unallotted parking and storage spaces in Basement / Stilt / Mechanical parking shall also constitute Limited Common Area and Facilities of the Whole Project.

r) **"POSSESSION OFFER LETTER"** shall have the meaning ascribed under Clause 7.5 of this Agreement;

s) **"PARA"** means Para of this Agreement;

t) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.10 of this Agreement.

u) **"PROJECT LAND"**: shall mean a part of the Scheduled Land admeasuring 11294 sq. mtrs, and situated at Sector -22, Bhiwadi- Alwar Bypass road, opposite Power Grid, Bhiwadi, Rajasthan on which Said Project is being developed and is demarcated and more particularly shown in **Part II of Schedule-A.**

v) **"REGULATION"** means regulations made under the Act;

w) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

x) **"RESIDENT'S ASSOCIATION"** shall mean "The Essentia RWA" an association of owners of units/Apartments of the Whole Project for the purpose of management/maintenance of common areas and facilities of Whole Project, including common areas and facilities developed with Essentia Phase-I, Said Project and the Essentia Subsequent Phase(s). Accordingly, the Owners of units/apartments in Essentia Phase-I, Said Project and the Essentia Subsequent Phase(s) shall become member of such Association in accordance with the Act. Common Areas and Facilities of Said Project shall be handed over to the said Resident's Association in accordance with the Act and as and when Essentia Subsequent Phases would be developed, the common areas and facilities developed with the Essentia Subsequent Phases would also be handed over to the said Resident's Association in accordance with the Act.

y) **"SCHEDULE"** means the Schedule attached to this Agreement;

z) **"SECTION"** means the section of the Act.

aa) "**SCHEDULED LAND**" shall mean all that piece and parcel of the land admeasuring 64684.33 sq. mtrs and thereabouts, bearing various khasras of the village Khajuriwas, Tehsil Tijara, Bhiwadi, Distt. Alwar and situated at Sector – 22, Bhiwadi- Alwar Bypass Road, opposite Power Grid, Bhiwadi, Rajasthan on which the Whole Project named "**The Essentia**", is being developed and is demarcated and more particularly shown in **Part-I of Schedule-A.** Out of this 14000 sq.mtrs is Adjacent Land II (as defined hereinbelow) which is under approval process and there may be reduction in area at the time of issuance of Lease Deed/Patta.

bb) "**SUPER AREA**" means the area at which units/flats were sold prior to registration of the project under the Act and more particularly described in Note of **Schedule-B Part II**. However, Super Area shall be used for the limited purpose of calculation of maintenance charges. It comprises of the aggregate of built up area of Unit and proportionate common built up areas and common service areas of the project.

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Authorised Signatory

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cc) **"UNIT"** shall have the meaning as ascribed in Clause W.

dd) **"WHOLE PROJECT"** shall mean a group housing projects known as **"The Essentia"** comprising of various phases developed / to be developed upon the Scheduled Land, out of which, 'The Essentia Phase-I' has been completed and the Promoter has commenced the development of 'The Essentia Phase-II' i.e, Said Project, and The Essentia Subsequent Phase(s) to be developed in future upon the remaining area of the Scheduled Land forming part of the Whole Project, after revising its layout/maps in accordance with the Applicable Laws.

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

WHEREAS THE PROMOTER DECLARE THAT:

A. A Patta bearing no. 2008002334 was executed by UIT Bhiwadi on 16.04.2008, in respect of the piece and parcel of land admeasuring 28531 sq. mtrs, bearing Khasra No. 139, 140, 141, 144 to 148, 153/1, 197 to 200, 202 to 205 and 254, Village Khajuriwas, Tehsil Tijara, Distt Alwar, now known as Sector – 22, Bhiwadi- Alwar Bypass Road, opposite Power Grid, Bhiwadi, Rajasthan and hereinafter called "**Land Parcel-I**", in favour of Promoter, which was registered with office of Sub-Registrar, Bhiwadi on 30.04.2008 at Book No. 1, at Volume No. 281 on Page No. 161 at Serial No.2008001761 and pasted at additional Book no. 1, Volume no. 879 at Page no. 76 to 86.

B. A Patta bearing no. 2013001788 was executed by UIT Bhiwadi on 0403.2013, in respect of the another parcel of land admeasuring 19725.30 Sq. Mtrs., bearing Khasra No. 117, 118, 195, 196, 201, 1266/138, 193, 207, 208, 209, 211 & 210 Village Khajuriwas, Tesil Tijara, Distt Alwar, now known as Sector 22, Bhiwadi- Alwar Bypass road, opposite Power Grid, Bhiwadi, Rajasthan, and hereinafter called "**Land Parcel-II**", in favour of Promoter, which was registered with office of Sub-Registrar, Bhiwadi, on 06.03.2013 at Book No. 1, Volume No. 402 on Page No. 8, at Serial No.2013001208 and pasted in additional Book no. 1, Volume no. 1354 at Page no. 52 to 60.

C. Lands Parcel-I, Land Parcel-II total admeasuring 48256.30 sq. mtrs. ("**the Consolidated Land**") were amalgamated / reconstituted on 08.02.2013.

D. A Patta bearing no. 20170111100261. was executed by UIT, Bhiwadi on 15.03.2017, in respect of the piece and parcel of land admeasuring 2428.03 sq mtrs situated at SH-25 Bhiwadi- Alwar Bypass Road, opposite power grid, Bhiwadi, Rajasthan (shown in site layout of Scheduled Land annexed herewith as **Part I of Schedule A** and hereinafter referred to as "**Adjacent Land-I**") , in favour of Promoter, which was registered with office of Sub-Registrar Bhiwadi, on 24.04.2017 at Book No.1 , at Volume No.501 on Page No.99 at Serial No. 201703111101016 and at additional Book no. 1, Volume no. 1751 at Page no.23 to 32.

E. Land bearing Khasra No. 142, 143, 190, 192, 206, 220, 1395/191 admeasuring 14000 sq. mtrs. situated adjacent to the consolidated Land (shown in site layout of Scheduled Land annexed herewith as **Part I of Schedule A** and hereinafter referred to as "**Adjacent Land-II**) is in the approval process.

F. Adjacent Land- I and Adjacent Land-II shall together be referred to as the "**Adjacent Lands**" and more particularly shown in site layout of Scheduled Land annexed herewith as **Part-I of Schedule A**

G. Consolidated Land and Adjacent Land shall collectively be referred to as the Scheduled Land and more particularly detailed in the **Part-I of Schedule "A"** attached hereto.

H. Accordingly, the Promoter has a legal title to the Consolidated Land and the Adjacent Land-I, whereas, the issuance of patta for Adjacent Land-II is under process, which collectively forms Scheduled Land.

I. The Promoter being the absolute owner and in possession of the Consolidated Land formed a scheme for developing a residential project to be known as **"The Essentia"** on the Scheduled Land and accordingly developed The Essentia Phase-I on a portion of Consolidated Land. Thereafter, the Promoter acquired Adjacent Lands with the objective to amalgamate with the Consolidated Land with a vision to extend the project "The Essentia" and provide a better lifestyle for the allottees of Apartments in "The Essentia". Accordingly, the Promoter envisaged the Whole Project developed / to be developed on the Scheduled Land. However, for convenience and ease of construction, sales and marketing, the Whole Project **"The Essentia"** has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project being one of the phase of the Whole Project upon the Project Land and is more clearly highlighted in **Part II of Schedule - A** annexed herewith and the said phase shall be known as The Essentia Phase-II.

J. The Promoter has planned and is in the process of constructing and developing Said Project i.e. The Essentia Phase-II including the Building in which the Allottee(s) has been allotted the Unit, upon the Project Land after getting necessary permissions/approvals from concerned competent authorities. The location details of the Said Project being developed upon Project Land is fully described in **Part II of Schedule A.**

K. The Project Land is free from all encumbrances except Construction Finance by PNBHFL by way of equitable mortgage of Consolidated Land as described in this agreement for the development of the Whole project.

L. The Said Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on date _____and the Said Project's registration certificate no. is _____. This registration is valid for a period of _____years commencing from_____, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website www.rera-rajasthan.in of the Authority.

M. The following approvals and sanctions have been obtained in respect of the Said Project:

i. UIT, Bhiwadi has granted commencement certificate to develop the Said Project, as a part of Whole Project, vide its approval no. 10812-13/13 dated 27.12.13

For STAR RAISON LANDMARKS

Authorised Signatory

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UIT, Bhiwadi has granted commencement certificate to develop the Said Project, as a part of Whole Project, vide its approval no. 10812-13/13 dated 27.12.13

ii. Site Layout Plan (revised) of the Said Project has been approved by UIT, Bhiwadi *vide* its Letter No. 4929-30/17, dated 03.08.17. A copy of the Site Layout Plan of Said Project (marked in **Annexure- II**) is enclosed herewith.

iii. Temporary fire NOC for the Said Project, as a part of Whole Project, has been accorded by the Office of Asst. Fire Officer, Nagar Parishad, Bhiwadi vide letter no. 4070 dated 20.01.16.

iv. Environmental clearance from the department concerned has been obtained for the Said Project vide letter no. F1(4)SEIAA/SEAC-Raj/Sectt/Project/Cat.8(a)B2(10719)/14-15 dated 20.06.2016.

N. Promoter agrees and undertakes that it shall not make any new changes to Approved Plans of the Said Project except in strict compliance with Section 14 of the Act and other Applicable Laws.

O. Promoter has conceived a detailed plan of development works to be executed for the Said Project. Details of the plan of Development Works to be undertaken in the Said Project and the proposed facilities to be provided including, fire fighting facilities, water facilities, emergency evacuation services, use of renewable energy, etc, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided and made available for the Said Project and are described under **Schedule-D.**

P. The details of salient features of the Said Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided for the Said Project have been specifically made available and is described in **Schedule-D** attached hereto.

Q. The details of external development work to be taken for the Said Project have been made available as provided in **Schedule- D** attached hereto.

R. The details of specifications of material used / to be used in construction of the Said Project have been specifically provided in **Schedule- H** attached hereto.

S. The stage wise time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, and all other above-mentioned internal/ external development works been specifically provided in **Schedule-F** attached hereto.

T. A separate account _____ in _____, Branch _____has been opened for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act has been opened.

U. 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 Project Land on which the Said Project is being developed have been completed.

V. The Allottee(s), being aware of the Whole Project and Said Project and details given above about the Said Project, has applied for allotment and purchase of an Apartment in the Said Project *vide* booking/application form, deposit of advance (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 Sale Consideration of Unit (as defined below) all as per details mentioned in **Part III of Schedule B** and agrees to make timely and complete payments of the balance of Total Sale Consideration of Unit as well as other dues under this Agreement as per terms and conditions of this Agreement.

W. The Promoter has allotted a Unit more clearly defined in **Part II of Schedule B** to the Allottee(s) (hereinafter referred to as "Unit"). The Layout Plan of the Unit is annexed herewith as **Annexure III**.

X. The details of floor plan of the Unit in the Building is given in **Schedule E.**

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

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

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

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

1. TERMS:

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

1.2 The basic sale consideration of the Unit, including consideration for exclusive balcony, is as mentioned in "**Schedule B Part III**" (hereinafter referred to as "**Basic Sale Consideration of Unit**").

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(a) Parking Upgradation Development Charges (for large / small car at lower basement / upper basement / stilt / mechanical parking / 2 wheeler in basement): subject to terms and conditions of clauses of 1.4A

1.4 The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall hereinafter be referred to as "**Total Sale Consideration of Unit**".

1.4A

a. The Allottee(s) has understood and agreed that in order to maintain better administration of the Whole Project including the Said Project, one parking shall be earmarked, as opted by the Allottee(s) at the time of booking of the Unit, out of then available un-earmarked parking lots and the same shall be part and parcel of the Unit booked by the Allottee(s), but however, parking upgradation development charges are payable in addition to the agreed Basic Sale Consideration of the Unit for the parking if opted in basement / Stilt / Mechanical.

b. The Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him as above and not anywhere else in the Whole Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of vehicle as opted by the Allottee at the time of booking and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project. Further the Allottee(s) agrees that the Promoter or the Maintenance Agency or the Residents Association as the case may be, reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project.

c. The Promoter shall be entitled to earmark the remaining un-earmarked parking spaces for better administration of available parking areas in the Whole Project and the Allottee(s) shall not object to the same.

d. Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked as above and some units may be earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Limited Common Areas and Facilities of the Whole Project.

e. Lawn Area, parking, or any other area exclusively earmarked for a particular Allottee(s) by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of that Allottee(s) to the exclusion of other Allottees.

1.5 The Allottee(s) shall be liable to pay GST or any other indirect tax, as may be applicable, from time to time on the Basic Sale Consideration, Additional Payments, Total Sale Consideration of Unit and any other amount as is payable in terms of this Agreement by the Allottee(s) to the Promoter along with all such payments as and when intimated.

1.6 The Total Sale Consideration of Unit includes cost of proportionate land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing internal electric work, common lift, water line and plumbing, finishing with paint, flooring, wall tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit, Said Project and the Whole Project. But charges, which are specifically mentioned in para 1.7 of this Agreement do not form part of the Total Sale Consideration of Unit, and the same shall be paid by the Allottee(s) in addition to Total Sale Consideration of Unit on intimation of the same.

1.7 The Total Sale Consideration of Unit does not include (i) stamp duty, registration charges, incidental expenses, documentation charges and any other charges payable at the time of execution of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, (ii) Interest free maintenance security (hereafter referred to as IFMS) payable at the time of possession, (iii) upfront maintenance charges, which shall be determined by the Promoter and payable by the Allottee(s) at the time of Possession of Unit;(iv) Power backup Installation Charges, if opted, shall be payable by the Allottee at the time of start of common electrification work of the Building;and (v) proportionate charges for insurance of Project Land and the Said Project as and when intimated by the Promoter; (vi) Installation charges of JVVNL electric meter payable at the time possession; (vii) interest on delayed payments, Cheque bouncing charges, Unit holding charges, Unit transfer administration charges etc,, if any, shall be payable as and when intimated by the Promoter. All such amounts and charges as per this para are described in **Part III of Schedule B** and the same, on intimation by the Promoter to the Allottee(s), shall be payable by the Allottee(s) in addition to the dues of Total Sale Consideration of the Unit.

1.8 The Allottee(s) hereby further agrees to pay immediately upon demand by the Promoter, (i) any increase on account of development charges payable to the competent authority, (ii) additional fire safety measures are undertaken by the Promoter due to any subsequent legislation / Government order, directives, guidelines or change / amendments in Fire Codes including the National Building Code, (iii) any increase in charges/ taxes, including but not limited to GST, cess and any other similar taxes, duties, levies, cesses etc., and/or (iv) any other additional taxes, duties, premium, surcharges, charge, levies, dues, fees etc., by whatever name called, which may be levied, recovered or imposed by the competent authority from time to time up to the date of handing over the possession of the said Unit and/or after the handover with retrospective effect.

1.9 The Allottee(s) hereby agree to always indemnify the Promoter from all such levies, cost and consequences as mentioned above.

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1.10 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule G ("Payment Plan")** and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. The Allottee(s) hereby agrees that payment of installment as per **Schedule G** or any other amount as per this Agreement, for which no specific time period of payment is provided under the provisions of this Agreement, shall be made within 15 days from the date of intimation of amount payable, or such time period as may be specifically provided in the intimation letter(s) of the Promoter, which will be issued by the Promoter from time to time.

1.11 The Total Sale Consideration of 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, Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).
Provided that if there is any new imposition or increase in any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.12 Promoter has already received booking amount out of the Total Sale Consideration of Unit and the Allottee(s) agrees and undertakes to pay the balance amount of Total Sale Consideration of Unit as described and set out in the Payment Plan, strictly in accordance with the Payment Plan, besides other dues payable as per terms of this Agreement.
Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes, including GST on delayed payment of any dues under this Agreement.

1.13 The structure of 'Wembley' tower was already complete prior to the coming into force of the Act. The Promoter assures the Allottee(s) that no subsequent changes to the as built structure prior to commencement of the Act shall be made, except as permitted within the meaning of Section 14 of the Act. Promoter shall not make any new additions and alterations in the Approved Plans of Said Project and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-H** in respect of Unit without the previous written consent of the Allottee(s) and Promoter shall not make any new additions and alterations in the Approved Plans of Said Project and specifications amenities as described therein at **Schedule-I** in respect of the Said Project without the previous written consent of the 2/3rd of allottee(s) of the Said Project. The Allottee(s) further 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. However, the Promoter shall be entitled to make any changes in the layout/building plans of Subsequent Phase(s) on the remaining Scheduled Land at their sole discretion and the Allottee(s) understands and agrees that he shall not have any right to object and have no grievances whatsoever to the same.
Provided that, the Promoter may make such minor additions or alterations or 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).

1.14 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Said Project is complete, by furnishing details of the changes, if any, in the Carpet Area. The Total Sale Consideration of Unit payable for the Unit shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date of receipt of such excess amount from the Allottee(s). If there is any increase in the Carpet Area, the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Sale Consideration of Unit proportionately to the increase/decrease in the booked area of the Unit.

1.15 Promoter agrees and acknowledges that subject to fulfillment of the terms and conditions of this Agreement by the Allottee(s),on registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Unit.

(ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas and facilities. Since the share/ interest of Allottee(s) in the common areas and facilities is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas and facilities along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. However, consequent to future development of the Essentia Subsequent Phase(s) upon the remaining area of the Scheduled Land, the undivided proportionate share in the land may change accordingly. It is clarified that Promoter shall handover the Common Areas and Facilities of the Said Project to the Residents Association of the Whole Project in accordance with Applicable Laws.

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

1.16 The Allottee(s) agrees and understands that except as expressly provided in Para W hereinabove, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project / Whole Project /remaining Scheduled Land. 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.

1.17 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.

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

1.19 The Allottee(s) may obtain finance from any financial institution/Bank or any other source but the Allottee(s) obligation to purchase Unit or payoff any dues/installments pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance and the Allottee(s) shall remain bound under this Agreement whether or not he/she/it has been able to obtain finance of the purchase of the Unit.

1.20 That the Said Project shall always be known as "**The Essentia Phase-II**" and the Whole Project shall always be known as "**The Essentia**" and the name of the Said Project and/or Whole Project shall not be changed except with prior written consent of the Promoter.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written intimation by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **M/S Star Raison Landmarks** payable at Bhiwadi or New Delhi. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit in the Promoter's bank shall be deemed to be date of payment of installment, by the Allottee(s).

However, in case of each dishonor of cheque, the Allottee(s) shall be liable to pay Rs. 500/- (Rupees Five hundred only) plus applicable GST as dishonor administration charges for each bouncing instrument besides the dues and interest payable as per this Agreement and/or any other remedy under any law for the time being in force and without prejudice to the right of the Promoter to initiate civil and criminal proceedings against the Allottee(s).

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('**FEMA**'), Reserve Bank of India Act, 1934 ('**RBI' Act**) and the Rules and Regulation made thereunder 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 accept no responsibility regarding 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 Unit in any way and Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

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5 **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and as extended as per the Applicable Laws and towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Residents Association.

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

6 **CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT**

The Allottee(s) has seen, understood and accepted the Approved Plans, as built drawings/working drawings; and also the Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement and has also gone through Rajasthan RERA website and all the relevant details provided therein on the Rajasthan RERA website. The Promoter shall develop the Said Project in accordance with the Approved Plans, as built drawings / working drawings, 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, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans here-from, other than in the manner provided under the Act and the procedure agreed to under the terms of this Agreement.

7 **CONVEYANCE AND POSSESSION OF SAID UNIT:**

7.1 The Said Project registered in RERA is comprising of two separate towers/buildings namely 'Wembley' and 'The Oval'. Wembley is already in advance stage of construction, the structure having already completed and whereas construction of The Oval is yet to commence. As soon as the construction of Wembley is completed with its common area & facilities, the Promoter will offer possession of the Units thereof to the Allottee(s).

7.2 **Schedule for Possession of the Common amenities:**-The Promoter herein is developing the Said Project for which common amenities as mentioned in **Part-II of Schedule C** will be completed simultaneously with the completion of Tower/building Wembley. The Allottee/s hereby understands and agrees that he shall not be entitled to refuse to take possession of the Unit on the ground of undergoing construction of another tower/building 'The Oval' of the Said Project and the applicability of paras mentioned hereafter shall be construed tower/building wise of the Said Project.

7.3 **Force Majeure** – If, the completion of Said Project is delayed due to the force majeure then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and Promoter shall not be liable to pay any penalty/interest/compensation during such force majeure, provided that such force majeure are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for Promoter to implement the Said Project due to force majeure, which shall be assessed by Promoter, the Promoter shall, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Promoter shall refund to the Allottee(s) the entire amount received (less indirect taxes) with interest within forty-five (45) days from the date on which termination become effective subject to availability of funds in the designated Project Account and receipt of insurance claim , if any. Further refund of indirect taxes paid by Allottee shall be done only after reimbursement of such amount from the statutory body. After refund of the money to the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all their obligations and liabilities under this Agreement.

7.4 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/unit, if the completion of building in which the Apartment/unit is to be situated is delayed on account of :

a Non-availability of steel, other building material, water or electric supply or labour problem beyond the control of Promoter,

b Any notice, order, rule, notification of the Government and/or other public or competent authority prohibiting/causing delay to the promoter from undertaking project / receipt of approval.

c delay in making payment of installments by the Allottee.

7.5 **Procedure for taking possession:**-The Promoter shall apply for the completion certificate to the local authority/ public authority and shall *vide* written intimation **("Possession Offer Letter")** offer possession of Unit to the allottee(s) intimating that the Unit is ready. The Allottee(s) shall within one month of the receipt of Possession Offer Letter, complete the payment of Total Sale Consideration of Unit and other dues as per terms of this Agreement.

7.6 **Fit Out Period:** On receipt of full dues as above, the Promoter will give final touches i.e. installation of Sanitary ware, Kitchen Sink, CP fittings, Hardware Accessories, fixtures, laying of floor/ doors/ windows finish, final touch of paint, cleaning of apartment etc., during the Fit out period of 3 months from the said date of final payment made by the Allottee(s). This arrangement has been made keeping in view to have a touch of freshness in the new Unit, Since as per experience if the final finished Unit is kept locked even for few months, it gets dusty, deteriorated and loses its newness, without proper ventilation and maintenance.

7.7 The Allottee(s) shall inspect the Unit as per 'Unit Handover Checklist' provided after the Fitout Period mentioned above along with earmarked parking space as opted and shall satisfy himself regarding the final settlement of dues, quality / workmanship / specification / elevation / facilities /carpet area / Balcony area/built-up area as per this

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Agreement including the changes/alterations, if any advised by the Promoter, and submit duly signed /accepted check list to the Promoter.

7.8 On receipt of check list, within 10 days, the vacant and peaceful possession of the Unit along with earmarked parking space as opted, copy of completion certificate will be handed over by the Promoter at the time of execution and registration of Conveyance Deed. The time period mentioned here in above is subject to payment of stamp duty/ Registration and documentation charges.

7.9 Subject to timely payment of all the amounts as per this Agreement and due and timely compliance of all the obligations of Allottee(s) under this Agreement, the Promoter shall hand over and the Allottee takeover possession of the Unit within the time prescribed under the Act.

7.10 The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc.

7.11 The Allottee(s) shall satisfy himself prior to registration of Conveyance Deed about the completion of satisfactory performance by the Promoter and Allottee(s) undertakes not to raise any dispute/claim against the Promoter either individually /jointly as member of Residents Association and Promoter's liability on this account will extinguish.

7.12 **Deemed Date of Possession:** In case the Allottee(s) fails to take possession within the period of four months from the date of Possession Offer Letter as per procedure laid in para 7.5 & 7.6 above, the date of expiry of said four months period, shall be treated as Deemed Date of Possession for the purposes of commencement of Defect Liability Period, Holding Charges and common maintenance charges mentioned in this Agreement, whether or not the Allottee(s) takes actual physical possession of the Unit.

7.13 **Holding Charges:** If the Allottee(s) fails to take over possession of the Said Unit, within the time and in the manner as specified in the Possession Offer Letter, then the Unit shall lie at the risk and cost of the Allottee(s) and the liability of the Promoter shall be limited only to handover possession of the Unit, and the Allottee(s) shall not be entitled for any compensation, after the date of offer of possession. Further, it is agreed by the Allottee(s) that in the event of his/her/their failure to take over possession of the Unit in the manner as aforesaid, the Promoter shall have the option to cancel the allotment of the Said Unit or otherwise the Promoter may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay of the Allottee(s) in taking over possession of the Unit on the condition that the Allottee(s) shall pay to the Promoter holding charges @ Rs.10/- per sq.ft., of the Carpet Area of the Unit per month for the entire period of such delay commencing from the Deemed date of Possession, and further to withhold conveyance or handing over possession of the Unit till the holding charges, with applicable overdue interest, if any, at the rates as prescribed in this Agreement, besides all dues are fully paid. It is made clear and the Allottee(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) common maintenance or any other charges as provided in this Agreement.

7.14 **Handing Over of Common Areas and Documents**: It shall be the responsibility of Promoter to handover the copies of sanctioned plans, NOC from environment and fire department, completion certificate along with common areas and facilities to the Residents Association in accordance with the Act.

7.15 **Cancellation by Allottee(s)**- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act:
Provided that in case the Allottee(s) cancels/withdraws from the Said Project without any fault/default of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

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

7.17 The Allottee(s) shall be liable to pay from the Deemed Date of Possession or actual date of possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion, which the Carpet Area plus Balcony Area of the Unit bears to the total Carpet Area plus Balcony Area of all the apartments in the Said Project/Whole Project, as the case may be. If Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to Promoter within 15 days from the date of notice in this regard from Promoter, failing which, Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

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8 **ELECTRICITY CONNECTION**

The Promoter confirms that electricity supply shall be made available at the Project. The Allottee(s) shall be required to apply for an individual electrical connection from the concerned authority against charges for the same paid by him.

9 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

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

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

(iii) There are no encumbrances upon the Project Land or the Said Project except Construction Finance from PNBHFL as described in this Agreement.

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Said Project, Unit and Common Areas and Facilities of Said Project.

(vi) 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) 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 Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement, except other than as mentioned in this Agreement.

(viii) 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 execution of the Conveyance Deed of the Unit, Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s),with rights to take Common Areas and Facilities of Said Project by the Residents Association as per the Act.

(x) The Project 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 Project Land.

(xi) Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project Land to the competent authorities till handover of possession of the Unit to the Allottee(s) and Common Area and Facilities of the Said Project (equipped with all specifications, amenities and facilities to be developed along the Said Project) to the Residents Association,

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property has been received by or served upon Promoter by which rights of Allottee(s) in respect of the Project Land/Said Project and/or Unit is being affected.

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

10 **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

(i) Promoter fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period or extended time period specified in terms of this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties in this Agreement;

(ii) For the purposes of clause (i) above, the Promoter shall be entitled to extension of grace period of delay due to normal occurrences of delay in carrying out activity at various stages of construction, subject to that the cumulative delay on these accounts upto six months shall not be considered as default of the Promoter. Also the time taken between application made for completion certificate and issue of completion certificate shall be the additional grace period for the Promoter. Such delays shall not construe default of the Promoter.

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

10.2 If the Allottee notifies any default by the Promoter under the conditions listed above, the Allottee(s), subject to the condition that there is no default on the part of the Allottee(s) envisaged in para 10.3, is entitled to the following:-

(i) Withhold undue payments to Promoter as demanded by the Promoter by giving a notice of the default, until the Promoter corrects the situation by completing the construction/ development milestones through its response and only

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thereafter the Allottee(s) shall be required to make the such payment without any interest for the period taken for correction of the situation; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case Promoter shall be liable to refund the sale consideration / money paid till date by the Allottee(s), as the case may be, under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Said Project or terminate the Agreement, he shall be paid, by Promoter, interest calculated at Interest Rate for the period of delay, excluding as per clause 10.1 (ii) above, till the handing over of the possession of the Unit, which shall be paid by Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

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

(ii) delay/default by Allottee(s) under Clause 10.3 (i) above continues for a period beyond 3 months after notice from the Promoter in this regard;

(iii) after the issuance of Possession Offer Letter as per Paras 7, failure on the part of the Allottee(s) to deposit the Balance Total Sale consideration of Unit and other dues as per terms of the Agreement within the period mentioned in the Possession Offer Letter;

(iv) after the issuance of Possession Offer Letter as per Paras 7, the delay/failure on the part of the Allottee(s) in making payments of all dues as intimated to him by the Promoter in time or having paid all the amounts due to the Promoter under this Agreement, has failed / delayed in getting execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;

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

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

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

(i) Upon occurrence of event of default mentioned in Clause 10.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter; And the Promoter shall also be entitled to reasonable extension of time in handover of possession without prejudice to other consequences mentioned in paras 7.

(ii) Upon occurrence of event of default mentioned in Clause 10.3(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 10.3(iii), (iv), (v) and (vi), the Promoter shall have the option to terminate this Agreement as mentioned in Clause 10.4 (ii). Further in case of event of default under Clause 10.3(iii), till the time Promoter exercises the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 10.4 (i); and (b) recover maintenance charges from the Deemed Date of Possession; and (c) recover holding/ safeguarding charges @ Rs. 10/- (Rupees ten only) per sq. ft. of the Carpet Area of the unit per month for the entire period of such delay; and (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 10.3(iii)along with interest and charges as above and Allottee(s) hereby authorizes the Promoter for the same.

(iv) The rights and remedies of 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.

10.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove and/or as per clause herein-below, 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, subject to signing of certain termination documents by the Allottee(s) as may be required by the Promoter.:

(i) The Earnest Amount;

(ii) any indirect taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;

(iii) The interest and amounts paid/payable by the Allottee(s) to the Promoter as per Clause 10.4(i) and/or 10.4 (iii), if applicable;

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

11 COMMON MAINTENANCE

11.1 That until the takeover of the Common Areas and Facilities of the Said Project by the Residents Association in accordance with the Act, the Promoter shall arrange maintenance of the Common Areas and Facilities of Said Project through a maintenance agency, with whom the Allottee(s) shall enter into a maintenance agreement in which the Promoter shall be a confirming party and such a maintenance agreement is shared by the Promoter at the time of possession. The maintenance charges under such an arrangement shall be at actual cost plus 15% margin and shall be subject GST and or any other indirect tax(s) extra as applicable.

The Promoter has framed the scheme of development of the Whole Project upon the Scheduled Land in phase wise manner, with the intention to merge all the phases as and when such phase is being developed and ultimately all the phases of Whole Project (the nature of development and all rights in relation thereto shall exclusively be with the Promoter), so that the Common Areas and Facilities of the Whole Project shall be commonly used by all the allottees of units /spaces in the Whole Project. Accordingly, the common area and facilities developed with The Essentia Phase-I will be handed over to the Resident's Association and Common Areas and Facilities of Said Project shall also be handed over to the said Resident's Association in accordance with the Act and as and when Essentia Subsequent Phases would be developed, the common areas and facilities developed with The Essentia Subsequent Phases would also be handed over to the said Resident's Association in accordance with the Act.

11.2 Promoter shall transfer the IFMS of all unit owners to the Residents Association without any interest at the time of takeover of common maintenance work of Common Areas and Facilities of Said Project by the Residents Association or as mutually agreed, subject to adjustment of arrears of maintenance dues pending from the Unit Owners at the time of take over. The Residents Association shall be entitled to recover all such arrears of maintenance dues pending from those unit owners.

11.3 Promoter shall transfer the balance amount of advance maintenance deposit, if any, collected from the Allottee(s), without any interest, after adjustment of dues pending as payable by the Allottees at the time of takeover of Common Areas and Facilities of Said Project by the Residents Association.

11.4 After the handover of Common Areas and Facilities of Said Project to Residents Association as per the Act, it shall be the sole responsibility of the Residents Association, to run and maintain the Common Areas and Facilities of Said Project, Common Areas and Facilities of the Whole Project with all obligations and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Said 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 Residents Association, from time to time & regularly.

11.5 The Allottee(s) hereby agrees that his/her right to the use of common areas and facilities shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Residents Association from time to time.

11.6 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Residents Association and any decisions taken by the Residents Association as per its bye – laws.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the Deemed Date of Possession or actual date of possession, whichever is earlier, 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' 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.

The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warpage in doors and windows, normal wear & tear, Pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Promoter shall back to back co-ordinate the Allottee and the product supplier of the concerned item in sorting out the issue. In case the Allottee(s) has/have made internal changes for the interior of the apartment/unit and the layout of the apartment has been changed consequently, the allottee(s)/owner(s) shall not be entitled for the defects liability.

13. INDEMNIFICATION

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13.1 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 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 Promoter due to any default/delay on the part of the Allottee(s).

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

13.3 The indemnification rights of 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.

14. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the 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.

15. RIGHT TO ENTER THE UNIT FOR REPAIRS:

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

16. USAGE:

Use of service areas: The Common services provided in basement or at other places in the project shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Approved Plans and applicable By-laws. The Allottee(s) shall not be permitted to use the services areas, which are exclusively reserved for use by the Promoter / Maintenance Agency/ Residents Association for rendering maintenance services.

17. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

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

(ii) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses after the deemed date of possession or actual possession, whichever is earlier.

(iii) 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/ Said Project or anywhere on the exterior of the Said Project/Whole Project or Building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.

(iv) 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/Said Project. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

(v) That all fixtures 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/ Residents Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Residents 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).

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(vi) In case the Allottees of the Whole project by majority decision decides that the maintenance services provided by the external agency are detrimental to the interest of the Unit's/ Building's/Said Project's maintenance and upkeep,the Residents Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Whole Project including the Said 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 Residents Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole 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 other Residents in effectively keeping the Unit and/or the Building/Said Project secured in all ways, for the purpose of security, the Residents Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project/Whole 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 Building/Said Project or for any illegal of 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 Project Land and the Said Project in which the Building along with 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/Said Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Building/Said 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 use its electric load in conformity with the electric systems installed by the Promoter and thereafter the Residents Association and/or maintenance agency appointed by the Promoter / Residents Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions. Further, for the purpose of load calculation and design of electrical sub-station, the diversity factor has been taken at 60%.

(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/ Residents Association and the Promoter/ Residents Association may permit the same subject to his responsibility not to damage any common areas, and structural elements of the building, and observing other appropriate conditions. Any damage in his own unit due to these works will be at his own cost and risks

(xvi) That the Allottee(s) hereby declares that he/she has gone through all the documents related to the ownership and possession of Promoter title to the Scheduled Land/Project Land and has expressly understood the contents, terms and conditions of the same and after being fully satisfied has entered into this Agreement.

(xvii) The Allottee(s) shall not be allowed to use the said Unit for the purpose of Paying guest (PG) unless the same is permitted by the Residents Association and the Allottee(s) in case gives the said Unit on rent then it shall be the responsibility of the Allottee(s) to inform to the Promoter/Residents Association about the tenants.

(xviii) In-case the Allottee(s) wants to avail of a loan facility from his employer or financial institution(s) to pay the consideration of the Unit allotted herein, the Promoter shall facilitate the process subject to :-

(a) The terms of the financial institution(s) shall exclusively be binding and applicable upon the Allottee(s) only,

(b) The responsibility of getting the loan sanctioned and disbursed as per the payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provision contained in the agreement.

(c) In case of default in repayment of dues of the financial institution(s) by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the Unit and refund the amount received till that date after deduction of earnest money, directly to financial institution(s) on receipt of such request from financial institution(s) without any reference to the Allottee(s).

(d) Any unpaid amount, payable by the Allottee(s) on account of sale price, interest accrued and the other charges, shall always be treated as first charge of the Promoter on the Unit notwithstanding the claim of the financial institution(s).

(e) Any such loan shall always be deemed to be subject to the terms and conditions of this Agreement, which shall prevail upon the conditions of the financial institution(s) for sanction of the same.

(xix) 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/Said Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

18. 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 Said Project.

19. PROMOTER 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 raises finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of

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receivables or in any other mode or manner by charge/mortgage of the Project Land, 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).

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within 30 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the 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, after deducting charges for preparation of this Agreement, postal cost, advocate fees, etc.

21. 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.

22. RIGHT TO AMEND:

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

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

Before the execution and registration of the Conveyance Deed, the Allottee(s) shall not transfer/assign his right, title, or interest in the Unit to any person without the prior written consent of the Promoter. The Promoter shall not unreasonably withhold the permission of Allottee(s) to transfer the Unit and in that event the Allottee(s) shall be liable to pay administrative charges as may be fixed by the Promoter and or levied by the Government/Municipal or other Bodies/ Authorities under respective rules, regulation or guidelines for the time being in force.

That any changes in the name of the Allottee(s) (including addition or deletion) as registered/ recorded in the booking form/ allotment letter with the Promoter, will be deemed as transfer of the Unit. The administrative charges for the transfer of the rights of the Unit shall be Rs. 150/- per sq. ft. of the carpet area as at present and it may vary from time to time. Any changes for the same can be made without prior intimation to the Allottee(s).

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

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

25. 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 Said Project/Whole Project.

26. WAIVER NOT A LIMITATION TO ENFORCE:

26.1 Promoter may, at its sole option and discretion, without prejudice to its rights as mentioned in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in **Schedule G** of this agreement, including waiving 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.

26.2 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.

27. SEVERABILITY:

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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.

28. 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 Said Project/Whole Project, the same shall be the proportion which the Carpet Area plus Balcony Area of the Unit bears to the total Carpet Area plus Balcony Area of all the apartments in the Said Project/Whole Project, as the case may be. However, maintenance charges for the Unit shall be on the basis of Super Area.

29. 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.

30. NOTICES:

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

Promoter	Allottee(s)

Further, any communication by email shall not be considered as sufficient mode for service of notice to the either Party. 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.

31. JOINT ALLOTTEE:

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

32. SAVINGS:

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

33. GOVERNING LAW:

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

34. DISPUTES:

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

b) In case of non-compliance of any obligation cast upon the 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.

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

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

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

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

PROMOTER For and on behalf of M/s Star Raison Landmarks
Name
Signature
Designation
WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-A

Part-I

Description of Scheduled Land

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Village Khijuriwas, Tehsil Tijara, Distt. Alwar.	117, 118, 1266/138, 139 to 148, 153/1, 190, 1395/191, 192, 193, 195 to 214, 220, 254	64684.33 sq. mtrs.

2. The piece and parcel of the plot of land in site is bounded on the: -
In North: Proposed 60 mtrs master plan road
In South: Nimai Developer
In East: Other's Land
In West: SH-25

3. Latitude/ Longitude of the Project:-
28°11'2"N 76°49'10"E

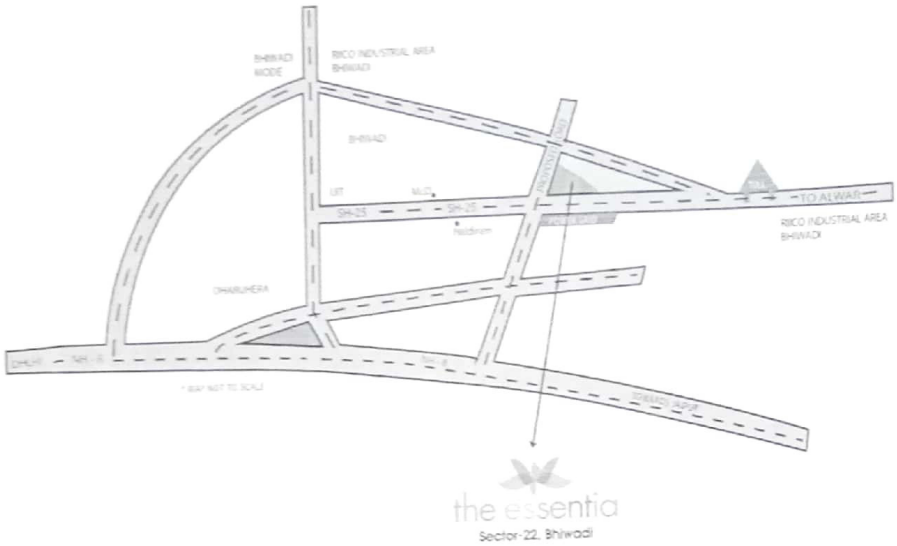
4. Other details of the location of the Project: Opposite Power Grid, Alwar Bypass Road, Bhiwadi

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5. Location Map:



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Site Layout of Scheduled Land

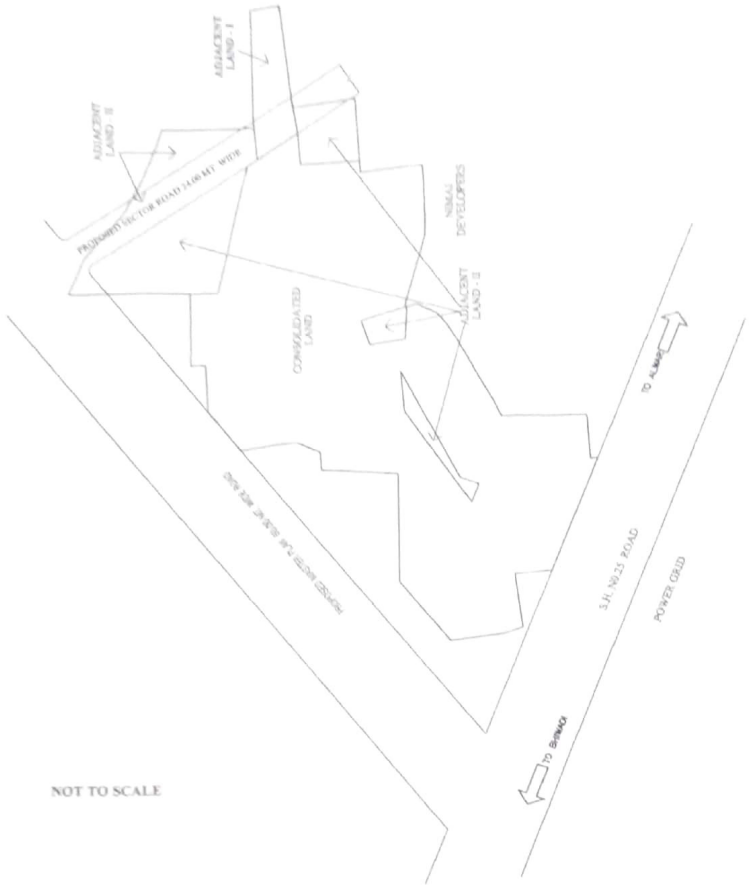
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SITE LAYOUT OF SCHEDULED LAND

SCHEDULE - A
PART - I



NOT TO SCALE

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SCHEDULE-A
Part- II

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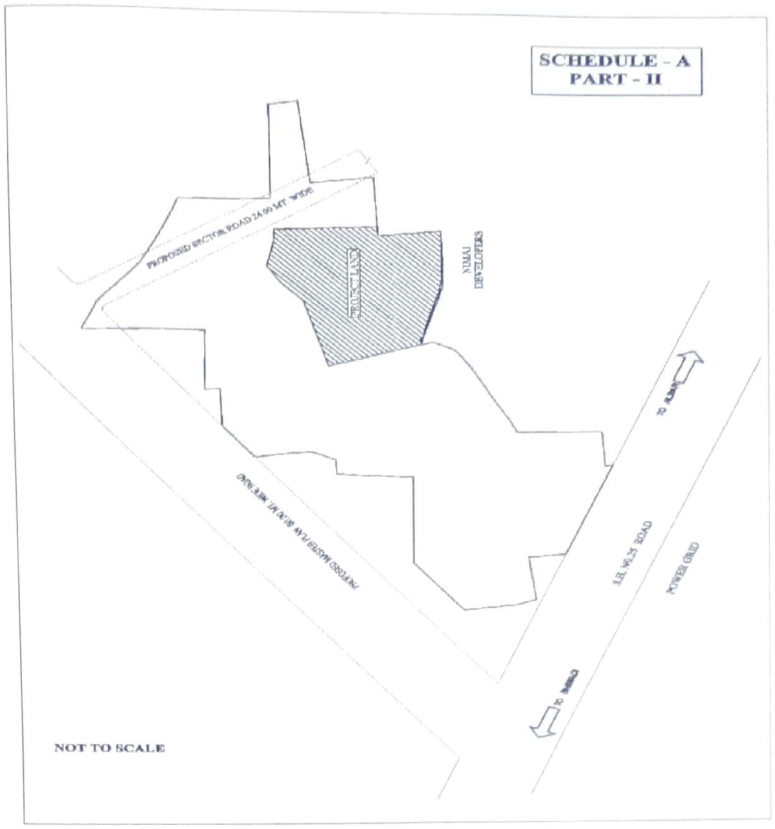
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SCHEDULE-B

Part- I

(Description of the Building)

Building/tower/block Name_____ (Name in Sanction Plan) _____ in the Said Project comprising of _____+_____+_____Floors where the Allottee(s) has been allotted his Unit.

SCHEDULE B

Part II

Description of Unit

(i) Unit No._____;
(ii) Floor No._____ of the Building;
(iii) Type of Unit_____;
(iv) Carpet Area_____sq. ft.(_____sq.mtrs) and exclusive Balcony Area _____sq. ft (_____sq. mtrs.). ;
(v) CLSS Carpet Area_____sq. ft.(_____sq.mtrs)
(vi) Built-up Area _____sq.ft. (_____sq. mtrs)
(vii) Super Area _____ sq. ft.
(viii) Parking Allocation for the Unit _____

Note: Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Super Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah and is not dependent on Super Area of the Unit.

SCHEDULE B

Part III

Price of the Unit and Other Charges

(i) Booking Application Form no._____ dated _____
(ii) Booking amount amount paid Rs. _____

<table>
<tr><th>S.No.</th><th>Description</th><th>Amount (Rs.)</th></tr>
<tr><td>1</td><td><table>
<tr><td>A. Basic Sale Consideration of the Unit</td><td>Rs.</td></tr>
<tr><td>B. Additional Payments</td><td>Rs.</td></tr>
<tr><td>Total Sale consideration of Unit (A + B)</td><td>Rs.</td></tr>
</table>Amount (in words):</td><td></td></tr>
<tr><td>2</td><td>(Optional) Power backup Installation Charges.
Opted for _____ KVA @ Rs. _____ per KVA</td><td></td></tr>
<tr><td>3</td><td>IFMS</td><td></td></tr>
<tr><td>4</td><td>Upfront maintenance Charges</td><td></td></tr>
<tr><td>5</td><td>Stamp Duty & Registration charges, incidental charges & any other charges</td><td>As per actual</td></tr>
<tr><td>6</td><td>Documentation administration Charges for each document to be registered.</td><td>Rs. _____</td></tr>
<tr><td>7</td><td>Proportionate charges for insurance of Project Land and the Said Project</td><td>As per actual</td></tr>
<tr><td>8</td><td>Installation charges of JVVNL electric meter _____KVA</td><td>As per actual</td></tr>
<tr><td>9</td><td>Cheque bouncing charges</td><td>Rs. 500 for each bouncing</td></tr>
<tr><td>10</td><td>Interest on delayed payments, Unit holding charges, Unit transfer administration charges, as the case may be.</td><td>As per terms of the Agreement</td></tr>
<tr><td>11.</td><td>Any other charges</td><td></td></tr>
</table>

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12.	GST / other taxes (if any)	as per actuals

SCHEDULE-C

Part-I

Details of Common Areas and Facilities of Whole Project

1. The Scheduled Land
2. The stairs cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings in whole Project.
3. The common terraces, parks, play areas and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Unit service personnel;
5. Installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy;
6. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
7. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
8. Facilities/amenities such as Cricket net practice/court, Badminton court, Jacuzzi, Swimming pool, Kids pool, Amphitheater, Fountain, Kids play area and CCTV cameras for surveillance for common use;
9. Facilities/amenities such as Half Basketball Court, Lawn Tennis Court, Squash Court and Multi-purpose hall/ Banquet hall for common use. These facilities would be part of the whole project and would be delivered on completion of subsequent phase(s). It is made clear that these four facilities/amenities would not be delivered along with delivery of the Said Project.

Schedule C

Part-II

Details of Common Areas and Facilities of Said Project

1. Water Feature
2. Park
3. Security System
4. Sewer System
5. Water Supply
6. Electrical Supply
7. Fire Fighting System
8. ESS
9. Power Back Up
10. Recycle Water Supply

SCHEDULE-D

(Detailed Plan of Development Works to be undertaken / Salient Features / External Development Works of the said project)

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

1. Fire Fighting Facilities – Fire Fighting equipments/facilities will be provided in the Whole project are as per statutory requirement.
2. Water Supply- The water supply will be done by abstraction of Groundwater through Tube wells.
3. Emergency Evacuation Services- It has been proposed to provide two staircases (one normal staircase and one fire escape staircase) of appropriate width in accordance with the relevant by-laws.
4. Use of Renewable Energy- Solar Water heating panels will be provided on the terraces of the Building for supply of solar heated water in the master toilet. However, to save water usage, it is recommended to route the pre- heated water through geyser.
5. Electrical supply- Electricity/ power shall be supplied by Jaipur Vidyut Vitran Nigam Limited, Bhiwadi. In case there is a delay in obtaining permanent electricity connection, the promoter shall arrange power through DG sets on a chargeable basis.
6. Sewage Treatment Plant- The promoter Proposes / has installed an STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy, however, till such time, the promoter shall provide a septic tank for disposal of waste.

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Treated Recycled Water- Promoter plans to use the treated/recycled water for flushing and horticulture.
Rain Water harvesting: to capture the rain/storm water , rainwater harvesting pits will be constructed as per the norms.
The external development charges have been paid to the concerned local authority therefore the same shall be carried out by the concerned local authority.

SCHEDULE-E

Details of floor plan of the Unit in the Building

SCHEDULE-F

(Stage Wise Time Schedule of Completion of the Said Project)

Building/ Tower Name- Wembley (Tower- F1, F2 in Sanction plan)

Sr.No.	Stage	Estimated date by which the works are to be completed	Details of work to be completed
1.	Completion of structure of the Building	Completed	Foundation, RCC Super Structure
2.	Completion of development works or Completion of Finishing works		Brick Work, Internal Plaster, Tiles Work, External Plaster, Door Shutter Fitting, Aluminum door Window, Electrical Wiring & Fittings and testing, Internal Painting, CP & Vitreous Fittings, External Painting, Fire Fighting, Lift and Solar Water work
3.	Obtaining Completion Certificate		
4.	Finishing and Handover		Hand Over

The above time periods are subject to Force Majeure, grace period and as per terms of the agreement.

Building/ Tower Name- The Oval (Tower- N in sanction plan)

Sr.No.	Stage	Estimated Date by which the works are to be completed	Details of work to be completed
1.	Casting of foundation		RCC Work
2.	Casting of Lower basement		RCC Work

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3.	Casting of upper Basement		RCC Work
4.	Casting of plinth floor		RCC Work
5.	Casting of ground floor roof slab		RCC Work
6.	Casting of 1st, 2nd, 3rd & Top Floor Slab or structure of building		RCC Work
7.	Completion of finishing works		Brick Work, Internal Plaster, Wall Tiles Work, External Plaster, Main Door Shutter Fitting, Electrical Wiring & Fittings and testing, Internal Painting, CP & Vitreous Fittings, External Painting, Lift and Solar Water work
8.	Obtaining Completion Certificate		
9.	Finishing and Handover		Handover

The above time periods are subject to Force Majeure, grace period and as per terms of the agreement.

SCHEDULE- G
(Payment Plan)

Stage of development works and completion of Unit	**Installment Amount in Rs.**
At the time of Booking	
On offer of possession	

Note-a) Amount reflected above is "Total Sale Consideration of Unit" and is exclusive of Other charges / GST taxes as mentioned in this agreement

b) The Promoter offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience at the time of booking.

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c) The Allottee shall be under obligation to also pay the following charges in addition to the Total Sale Consideration of Unit mentioned above, as under:-

(i) Power backup Installation Charges, if opted, shall be payable by the Allottee at the time of start of common electrification work of the building,

(ii) Interest free maintenance security (hereafter referred to as IFMS) payable at the time of possession,

(iii) upfront maintenance charges, which shall be determined by the Promoter and payable by the Allottee(s) at the time of Possession of Unit,

(iv) stamp duty, registration charges, incidental expenses, documentation charges and any other charges payable at the time of execution of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit,

(v) proportionate charges for insurance of Project Land and the Said Project as and when intimated by the Promoter,

(vi) Installation charges of JVVNL electric meter payable at the time possession

(vii) interest on delayed payments, Cheque bouncing charges, Unit holding charges, Unit transfer administration charges etc,, if any, shall be payable on intimated by the Promoter.

SCHEDULE-H

(Details of Material to be used, Specifications, facilities, amenities which are part of the Unit)

1.0 SUPERSTRUCTURE

1.1 Reinforced Cement Concrete Frame Structure for Columns, Beams, Retaining Walls and Basement Ramps in accordance with applicable earthquake zone and Bureau of Indian Standards (BIS) codes.

1.2 Brickwall of Clay Brick / Fly ash / Block Masonry in Cement Mortar/ masonry fixing bond for External Walls and Internal Walls.

2.0 WALL FINISHES - INTERNAL

2.1 RESIDENTIAL UNITS

2.11 Cement & Fine Sand Plaster from skirting up to roof slab on all Bed Room and Living Room walls and jambs, paint finished with putty and Oil Bound/Acrylic Distemper.

2.12 Ceramic Tiles on all walls up to 2.1m height above finished floor level in all Toilets. Cement & Fine Sand Plaster above 2.1m up to roof slab, finished with whitewash.

2.13 Ceramic Tiles up to 0.6m height above and up to horizontal extent of finished counter top in Kitchen. Cement & Fine Sand Plaster on the remaining walls, above floor tiles up to roof slab, paint finished with putty and Oil Bound/Acrylic Distemper and below counter soffit, finished with white-wash.

3.0 FLOOR FINISHES - INTERNAL

3.1 RESIDENTIAL UNITS

3.11 Vitrified Tiles, on floor and skirting in all Bed Rooms and Living Rooms.

3.12 Ceramic Tiles, on floor and skirting in Kitchens, Toilets and Balconies.

NOTES:

- Wall and Floor Tiles are generally laid with / without spacers of suitable width, as decided by the Architects and joints are grouted with cementitious grout.
- Skirting height may vary between 75 to 100mm.
- No skirting underneath Kitchen platform.
- No wall / floor tiles in cupboard area.
- All cill shall be sand-cement plastered and painted

4.0 CEILING FINISHES

4.1 RESIDENTIAL UNITS

4.11 Cement & Fine Sand Plaster in all Bed Room, Living Room and Kitchen roof slab and beam soffits, paint finished with putty and Oil Bound/Acrylic Distemper.

4.12 Suspended false ceiling of modular grid of brand "Everest' or equivalent, panels above the top edge of wall tiles, in all Toilets.

5.0 DOORS

5.1 RESIDENTIAL UNITS

5.11 Folded (pressed) Steel, enamel paint finished door frames for all Rooms, Toilets and apartment entrance.

5.12 Moulded skin / Flush door shutters, both sides enamel paint finished, for apartment entrances. Provision only made for fixing Mesh / security door (such door not included).

5.13 Moulded skin / Flush door shutters, both sides enamel paint finish, for internal doors in all Rooms and Toilets.

5.14 No door provided between kitchen and living room, being open kitchen concept.

6.0 DOOR-WINDOWS

6.1 RESIDENTIAL UNITS

6.11 Aluminum section exterior door windows, powder coat finish, without fly mesh shutter and security grills, in all rooms and kitchen.

6.12 Aluminum section toilet window, powder coat finish, without fly mesh shutter, as per design.

NOTES:

- Mortise Handle & lock, Aluminum tower bolt & door stopper provided in apartment entrance and bedroom internal doors.
- Aluminum handle and tower bolt on both sides provided in toilet doors.
- Minor dents in pressed steel door frames, doors and Aluminium sections will not be considered as defect for replacement

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.0 SANITARY WARE & FIXTURES

7.1 RESIDENTIAL UNITS

All toilets

Wash basin, floor mounted EWC and cistern with seat Cover.

A single lever / center hole CP basin mixer in wash basin, a wall mixer with a spout and overhead shower.

CP angle valve along with jet spray fitted in EWC seat.

CP angle valve for provision of hot water geyser

Angle valves for water connection to wash basin and angle valve for water connection to flushing cistern.

7.2 Kitchen

One stainless steel sink with one bowl of 160-200 mm depth.

One sink mixer

CP angle valve for provision of hot water geyser.

Notes:

Brand/ make of bath fixtures for all Toilets.

Sanitary Wares: Parryware /Hindware/Somany or equivalent

Bath Fittings:

A. CP Basin mixer, wall mixer of Prayag / Ceramix / or equivalent.

B. Other angle valve either of CP or PTMT of standard make like Prayag /Jal/Continental or equivalent.

Kitchen

Water supply fittings:

A. CP Basin mixer, wall mixer of Prayag / Ceramix / or equivalent.

B. Other angle valve either of CP or PTMT of standard make like Prayag /Jal/Continental or equivalent.

WASHING MACHINE

Point of Electric, Water supply and drainage provision made in balcony or at any other place within the Unit for installation of one Washing Machine in all apartments.

8.0 ELECTRICAL INSTALLATIONS & FIXTURES

All electrical wiring in concealed conduits with multi strand copper wires. Convenient position & distribution of light and power plugs and electrical point for electrical chimney above platform and water purifier point in kitchen.

Modular electrical switches with sockets and fan regulators of Anchor/RR/Legrand Mylinc or equivalent

9.0 COMMUNICATIONS

9.1 TV SIGNALS

Points will be provided in drawing/dining room and in one bedroom, through centralised DTH service provider. Common centralised MDU will be installed in the shaft and common dish will be installed at the terrace of the building. Individual DTH antenna installation not allowed to protect the aesthetics of the building in front of individual units.

9.2 TELEPHONE & INTERNET

Points will be provided in drawing/dining room. The intercom provision will be provided through the Promoter's authorized phone company, however monthly charges for the intercom facility has to be paid directly to the phone company. The phone company will provide for telephone & internet connection, installation & monthly charges to be paid directly to the service provider.

10.0 ADDITIONAL ITEMS

10.1 HOT WATER SUPPLY

Hot water from solar heater panel shall be connected to inlet pipe for hot water geyser in one of the toilets. Provision for geyser installation in toilets and kitchen (geyser not provided)

10.2 SECURITY

Closed Circuit Television System (CCTV) in the complex to monitor project entrance, block entrance and other strategic location as per the design of the consultant, for monitoring common security in the complex.

10.3 BALCONY AND STAIRCASE RAILING

MS railing above brick toe wall, enamel paint finished, provided in balcony. All internal staircases provided with MS railing and enamel paint.

10.4 POWER BACK UP

Diesel Generator sets of appropriate capacity to provide power backup to common areas and the Allottee(s) of unit who has opted for the power backup.

14. NOTES/DISCLAIMERS

a) No tiles on walls behind / below kitchen cabinets. Wall surfaces above false ceiling may be left in its original bare condition.

b) Marble, limestone and granite are natural stone materials containing veins with tonal differences. There will be colour and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-uniformity in the marble, limestone or as well as non-uniformity between pieces cannot be avoided. Pre-polished granite is used and ample care has been taken in it's installation. However granite, being a much harder material than marble cannot be re-polished. After installation, hence some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.

c) External plastered surface of the buildings are finished with suitable quality paint, as decided by the Architects. Paints are manufactured product from chemical and specific grade of minerals / natural stone product and have limited life. After application the paint is exposed to weathering conditions, ultra violet rays and weather conditions will affect the

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life and sheen of the product and also would cause damages to the expected /designed protective properties of paint. Hence, periodic maintenance including re-doing of paint would be inevitable at the cost of the Allottee(s).

d) The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be subject to architect's selection, market availability and the sole discretion of the Promoter / vendor.

e) Provision are made for fixing of window / split air conditioner in living, dining area & bedrooms. Spaces are earmarked for window / split type air conditioner on the elevation of the building for ease of access and to create uniformity for aesthetic purpose.

f) Timber is a natural material containing grains / veins and tonal differences. Thus it is not possible to achieve total consistency of colour and grain in its selection and installation. Timber has inherent property to react with atmospheric changes, resulting in bending, twisting and cracking, if not maintained well and consistently.

g) Cable television provision neither provided nor allowed in the building, only provision of centralised DTH given by the DTH operators. To facilitate centralised DTH, the promoter will enter into an agreement of installation, operation, maintenance of centralised DTH system in the building with the service provider. The terms & conditions of that agreement shall be binding on the Allottee(s) as well. The usage subscription will be payable directly to the service provider.

h) Glass, plain/clear/frosted, is widely used in residential developments and may break/shatter due to accidental knocks or other causes. In addition, glass being a manufactured material, may not be absolutely free from unavoidable impurities, in spite of thorough quality checks.

i) Ceramic and vitrified tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, selected tile sizes and tile surface flatness cannot be perfect. Different quality assurance organizations like ISO 10545-2 Singapore standard SS483:2000 have mentioned acceptable ranges. We, at Essentia, have been taking utmost care while install them to minimize these issues but they can never be avoided completely. Therefore exactness in flatness, sizes, colours and minor chips on edges cannot be guaranteed. Tiles are laid with or without spacers to minimize such issues.

j) Professionally qualified, practicing consultants in the field are deployed for design different functions in compliances to applicable norms and guidelines. These functions are Architecture, Structure, Plumbing, Landscape, Fire Fighting, Power & Electrical and communications. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.

k) As per structural the designing principles, structures are allowed to deflect in different allowable loading/ atmospheric/ ground settlement/seismic parameters. Since masonry and RCC Members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measure will be undertaken diligently but complete disappearance of such cracks cannot be ruled-out.

l) Brick work, cement plaster and application of putty over plastered surface are manual activities. As of date no machines have been found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.

m) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Developers and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representation, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.

n) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as mis-statements or misrepresentation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement for Sale shall form the entire agreement between the Promoter and the Allottee(s) and shall supersede all statements, representations or promises made prior to the signing of the Agreement for Sale and shall in no way be modified by any statements, representations or promises made by us or the Marketing Agents.

SCHEDULE-I

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

1.0 SUBSTRUCTURE / FOUNDATION

1.1 Reinforced Cement Concrete for Raft, Isolated & Combined Footings / Strip foundations. Structure design as per applicable Bureau of Indian Standard (BIS) Codes.

1.2 Rubble / Brick Masonry for Load Bearing 230mm thick walls and 115mm thick partition walls as per applicable Bureau of Indian Standard (BIS) Codes.

2.0 WALL FINISHES - INTERNAL

2.1 ENTRANCE & LIFT LOBBY ON ALL FLOORS

2.11 Granite and/or Marble and/or Vitrified Tiles and/or Ceramic Tiles and/or other local stone in singular /combination manner for Lift Facade as per architectural design.

2.12 Cement & Fine Sand Plaster on remaining areas from skirting up to roof slab, paint finished with putty and Oil Bound /Acrylic Distemper.

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2.2 CORRIDORS AND STAIRCASES

2.21 Cement & Fine Sand Plaster on all walls from skirting up to roof slab, paint finished with putty and Oil Bound / Acrylic Distemper.

2.3 BASEMENT PARKING

2.31 RCC finish / Cement & Fine Sand Plaster/ or combination on all walls from floor up to roof slab, paint finished with white wash.

3.0 WALL FINISHES - EXTERNAL

3.1 FACADE, BALCONIES, ROOF TERRACE, PARAPET, RAMP WALLS

3.11 Cement & Coarse Sand Plaster on all walls from skirting up to roof slab / wall top, paint finished with texture / emulsion paint.

4.0 FLOOR FINISHES - INTERNAL

4.1 ENTRANCE & LIFT LOBBY & CORRIDORS ON ALL FLOORS

4.11 Heavy duty Tiles, 300mm x 300mm or other size and or polished local stone and or Vitrified Tiles / combination, on floor and skirting.

4.2 STAIRCASES

4.21 Heavy duty tiles / Udaipur green / other local stone / combination, polished finish on treads, mid-landing and skirting, vitrified tiles/ceramic tile of glazed finish on risers.

4.3 BASEMENT PARKING

4.31 Homogenous Tremix flooring / PCC, brush finished with painted markings.

5.0 FLOOR FINISHES - EXTERNAL

5.1 BASEMENT RAMP

5.11 Concrete / Tremix flooring, brush rough finished.

5.2 DRIVEWAY AND VEHICLE PARKING

5.21 Stone / concrete pavers and or bitumen and or homogeneous concrete or combination for external driveways and vehicle parking, with moulded concrete kerbstones at designated areas.

6.0 CEILING FINISHES

6.1 ENTRANCE LOBBY ON GROUND FLOOR

6.11 Cement & Fine Sand Plaster or and Suspended ceiling of modular grid Gypsum board, in partial or whole roof area or combination, as per architect's design, paint finished with Oil Bound Acrylic Distemper.

6.2 LIFT LOBBY, CORRIDORS AND STAIRCASES ON ALL UPPER FLOORS

6.21 Cement & Fine Sand Plaster on roof slab and beam soffits, paint finished with putty and Oil Bound /Acrylic Distemper.

6.3 LIFT LOBBY IN BASEMENT

6.31 Roof Slab and beam soffits, paint finished with Oil Bound Distemper white wash.

6.4 BASEMENT PARKING

6.41 Roof slab and beam soffits, paint finished with white wash

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