



राजस्थान RAJASTHAN

AK 175956

AFFIDAVIT

I Manoj garg S/o Shri Radha Krishan Garg resident of S-1 Rishi Residency , Plot No 11 Mission Compound Ajmer road, Jaipur am director of M/s Prem Sagar Infra Projects Pvt Ltd do hereby declare that I have applied for Registration of Our Project "Terraza Greens" under The Real Estate(Regulation and Development) Act,2016 on 27/07/2017.

I declare that I have abided by the Act and Followed the Rules prescribed by The Real Estate (Regulation and Development) Act, 2016. I further declare that in case of any contravention in future, Form-G as prescribed in the Rules shall prevail.

For Prem Sagar Infra Projects Pvt. Ltd.


Director

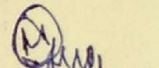
Verification

I Manoj garg S/o Shri Radha Krishan Garg resident of S-1 Rishi Residency , Plot No 11 Mission Compound Ajmer road, Jaipur do hereby declare on oath that the facts mentioned above are true and correct.

For Prem Sagar Infra Projects Pvt. Ltd.


Director

For Prem Sagar Infra Projects Pvt. Ltd.

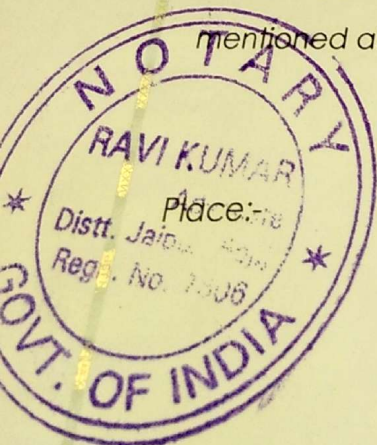

Director

Deponent

ATTESTED

NOTARY PUBLIC
GOVT. OF INDIA
Distt. JAIPUR (Raj.), INDIA

4 AUG 2017



Prem Sagar Infra Projects Pvt. Ltd.

ALLOTMENT LETTER

Mr./Ms./Mrs. _____

Dated: _____

Co- Appl. _____ (if, any)

Sub: Letter of Allotment of Flat/Unit in Project "TERRAZA GREENS, located at Khasra No. No 88 of revenue village Sukhiya situated in Tehsil Sanganer District Jaipur Rajasthan

Heartily Congratulations!!!

We are delighted to inform you that you have been allotted a Unit/Flat bearing no. _____ on _____ Floor, having tentative carpet area of _____ sq. ft. and exclusive balcony / varanda/ Terrace area of _____ sq. ft., (i.e. Total flat Super Built up Area _____ sq.ft./ Built up Area _____ Sq.ft) ("Unit"), against your Registration/Application in our residential project named as TERRAZA GREENS ("Project") which is being developed upon land admeasuring 9630.83 sq. mtrs, corresponding to Khasra No. 88), situated at village village Sukhiya situated in Tehsil Sanganer District Jaipur Rajasthan ("Scheduled Land") in accordance with terms and conditions of said Application Form and this Allotment Letter.

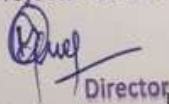
The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Buyer Agreement/Agreement to Sell, proposed to be signed with you, including the timely payment of total payable amount and other payments as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

For any query, please feel free to visit our www.terrazagreens.com or corporate office at S-1, Rishi Residency, Plot no 11, mission compound, C-scheme, Jaipur and can also call on 0141-4160505 and we would be happy to assist you. You can also e-mail to us on infopremsagar@gmail.com

Assuring you the best of our services.

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

For Prem Sagar Infra Projects Pvt. Ltd.

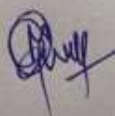

Director

Page 1 of 8

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED ".....".

1. The Project has been registered with the Real Estate Regulatory Authority on date _____ and the Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Regulatory Authority. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Regulatory Authority as required under Act.
2. The Total Price for the Apartment based on the carpet area is Rs. (in words Rupees..... only) the total price is inclusive of Electric substation cost, Cost of Development club, Gas Bank, and parking development.
3. That the price mentioned in clause (2) above is exclusive of the One Time Maintenance Security, property tax, municipal tax, service tax, GST, wealth tax, tax on land, fees or levies of all and any kind by whatever name called present and future, payable as per Govt. Rates shall be borne and paid by the buyer to the Promoter .
4. The Allottee(s), being aware of the Project and details given in the advertisements/brochure about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment/Building in the Project. The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as application Amount through Account Payee Cheque / Demand Draft / Online Transfer (As applicable) in favour of Prem Sagar Infra Projects Pvt Ltd Receipt A/c. The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter.
5. The Allottees(s) agrees and undertakes to pay the balance amount of Rs _____ of the total price strictly in accordance with the payment plan given in "Schedule I" attached hereto.
6. The Total Payable Amount is escalation-free, save and except increases, which the Allottee(s) agrees to pay, due to increase on account of development charges like water supply connection charges including its deposit and infrastructure cost or electricity supply connection charges including its deposit and infrastructure cost etc. payable to the competent authority and/or any other increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of Project. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said

For Prem Sagar Infra Projects Pvt. Ltd. Page 2 of 8



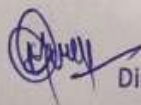
Director

notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

7. The Allottee(s) agrees to execute the Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon by the Promoter to do so.
8. The Promoter shall periodically intimate to the Allottee(s) about the installment/ amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.
9. The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.
10. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Promoter shall not accept any payment/ remittances made by third party on behalf of Allottee(s).
11. In addition to the Total Price, Allottee shall be liable and responsible to pay all taxes, including but not limited to GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Apartment, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit and Upfront Maintenance Charges shall be transferred to the Owner's Association or its nominee at the time of conveyance of common areas and facilities to the Owner's Association.
12. All taxes, levies or assessments, falling due from the date of handing over of possession of the said Unit by the Promoter to the Allottee(s) shall be borne by the Allottee (s).
13. The timely payment of installments as per the Payment Plan shall be the essence of this allotment. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rules"). If the above default in payment extends for a period beyond 2 months after demand notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Unit in favour of the Allottee(s) and forfeit 10% of Sale Consideration of Unit ("**Booking Amount including Application Amount**"), taxes, duties, cess, etc. paid to concerned department in respect of the Unit, brokerage paid by the Promoter in respect of Unit

Page 3 of 8

For Prem Sagar Infra Projects Pvt. Ltd.


Director

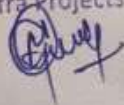
and the interest liabilities and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

14. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the allotted Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own discretion.
15. In case the Allottee (s) wants to avail of a loan facility from his employer or any Bank or any Financial / Lending Institution to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:
- The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
 - The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, 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 the provisions contained in clause 13 herein-above.
16. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except for the fact that the Project had been accorded the approval of height permission by Rajasthan Government Urban Development Department vide its letter bearing no. क्र. प. 18(4)न.वि.वि/ जयपुर /2015 Dated 12/06/2015 for 55.90 meters. It has been specifically made clear to the allottee(s) that presently approval has been granted by the competent authority for 26.90 meters (Lower Basement + Upper Basement + Ground+ 8 floors) and a revised application for approval of construction for 55.90 meters (Lower Basement + Upper Basement + Ground + 18 floors)has been made by the promoter, further when the approval for 55.90 meters get sanction by competent authority, a revised payment plan will get implemented and informed to allottee(s) by the promoter and Allottee(s) has no objection in case if it is accepted and construction is undertaken as per revised plans.

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specification of the buildings or the common areas and facilities respect of the project with be implemented after taking the prior written consent of the 2/3rd of allottee(s) of the Project and the allottee(s) hereby agrees and undertakes 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

Page 4 of 8

For Prem Sagar Infra Projects Pvt. Ltd.



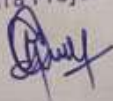
Director

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

17. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Project is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Payable Amount payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the 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 at the same rate per square feet as agreed.
18. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the carpet area of Unit to the carpet area of all apartments in the Project. If the 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 the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the 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.
19. On intimation from the Promoter, the Allottee (s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter within 30 days of date of receipt of intimation and copy of Agreement for Sale by the Allottee(s) and secondly, appear 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, Agreement for Sale within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee (s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the Promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, all sums deposited by the Allottee(s) in connection therewith including the booking

Page 5 of 8

For Prem Sagar Infra Projects Pvt. Ltd.



Director

amount and application Amount shall be forfeited. Promoter shall be free to deal with the Said Unit as it may deem fit and proper and the Allottee(s) shall not have any right, title, interest and/or lien over the Said Unit. However, the Promoter shall be entitled to claim loss/damage caused to the Promoter on account of such cancellation under applicable laws and the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of said Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, penalties, etc.

20. The Promoter shall at all times have the first lien and charge on the Said Unit for all its dues and other sums payable by the Allottee(s) to the Promoter.
21. the Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time
22. The Allottee(s) shall not use the said Unit for any purpose other than for which the Said Unit is being acquired by him/ her except with prior written permission of the Promoter.
23. In case of joint allottees, all the correspondence shall be done only with the 'First Allottee' at the address for communication as it appears on the application form.
24. The Allottee shall not be entitled to assign/transfer the booking/allotment of Said Unit in favour of another person, except to the Allottee's grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter.
25. The Allottee(s) agrees that the development of the Project is subject to force majeure. The Promoter shall not be liable to pay interest/penalty/compensation for delay in handover of possession on account of force majeure.

For Prem Sagar Infra Projects Pvt. Ltd.

Page 6 of 8



Director

26. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and its agents and representatives indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

Warm regards,

For _____

(Authorized Signatory)

SCHEDULE- I
(Payment Schedule)

Stage of development works and completion of Apartment	Percentage of the Total Price as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee
At the time of Application			
At the time of Booking			
At the time of Project Launching/ Work Start			
At the time of Completion of Excavation Work			
At the time of Start of Lower Basement Work			
At the time of Casting of Lower Basement Slab			
At the time of Casting of Upper Basement Slab			
At the time of Casting of Ground Floor Slab			
At the time of Casting of 1 st Floor Slab			
At the time of Casting of 2 nd Floor Slab			
At the time of Casting of 3rd Floor Slab			
At the time of Casting of 4th Floor Slab			
At the time of Casting of 5th Floor			

Page 7 of 8

For Prem Sagar Infra Projects Pvt. Ltd.



Director

Slab			
At the time of Casting of 6th Floor Slab			
At the time of Casting of 7th Floor Slab			
At the time of Casting of 8th Floor Slab			
At the time of Completion of Brick work			
At the time of Completion of Plaster Work			
At the time of possession			
Total			

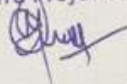
Acceptance of Allotment

I/We hereby accept the allotment of Unit/Apartment bearing no. _____ on _____ Floor, tentatively admeasuring having tentative carpet area of _____ sq. ft. and exclusive balcony area of _____ sq. ft., Built up area of _____ sq. ft ("Unit"), Super built Up Area of _____ Sq ft ("Unit") in Project named as "TERRAZA GREENS" ("Project") which is being developed by Prem Sagar Infra Projects Pvt Ltd, situated at Khasra No. 88, on village Sukhiya situated in Tehsil Sanganer District Jaipur subject to the terms & conditions of in this Allotment Letter.

Thanks and regards,

(Customer Name)

For Prem Sagar Infra Projects Pvt. Ltd.



Director

Photo

Photo

AGREEMENT TO SALE

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this ____ Day of ____ Two thousand and ____ at Jaipur

By and Between

M/s Prem Sagar Infra Projects pvt Ltd CIN No. U45201RJ2013PTC044444 a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at S-1, Rishi residency Plot No 11, Second Floor Mission compound Ajmer Road Jaipur 302001its PAN is AAAHCP4742N, represented by its authorised signatory _____ **Aadhar** No. _____ authorised vide board resolution dated 5 Nov 2016 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 assignees, legal successor(s) in interest) of **the ONE PART**.

AND

SHRI SITARAM TODAWAT S/o Shri Hari Kishan Todawat (Choudhary), Caste Jat, R/o Khasra No 87 Village Sukhiya, Tehsil Sanganer, Dist.-Jaipur (Rajasthan) Which expression shall include its heirs executors, administrators, legal representatives, permitted nominees, transferees and assigns hereinafter referred to as the " Owners / Land Owner / Confirming Party" which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized signatories, and assigns) of **THE SECOND PART**.

AND

[if the allottee is an individual]

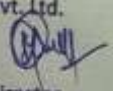
Mr./Mrs./Ms..... son/daughter/wife of Mr. aged about years, R/o..... (Aadhar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s),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

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at (PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly

For Prem Sagar Infra Projects Pvt. Ltd.


Director

Draft

authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the THIRD PART.

OR

[if the allottee is a company]

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

OR

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of THE THIRD PART.
(Details of other allottees to be inserted, in case of more than one allottee)

OR

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

INTERPRETATIONS/ DEFINITIONS:

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

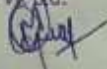
(a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;

(b) "**Apartment**" shall mean a part of the building having direct exit to a common area and having a separate Number /identity, having one or more rooms or enclosed spaces located on any floor intended for any type of independent use and more particularly described in "**Schedule 2**" attached hereunder.

(c) "**Application Money**" means amount paid at the time of Booking of application of Apartment .

(d) "**Built-up area**" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or

For Prem Sagar Infra Projects Pvt. Ltd.


Director

Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area

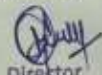
- (e) **"Booking Amount"** means 10% of the Total Price of the Unit
- (f) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- (g) **"COMMON AREAS AND FACILITIES OF THE SAID PROJECT"**: shall mean such common areas, facilities, equipments and spaces which are to be developed in the said Project meant for common use of and enjoyment of all the occupants of the said Project (as defined herein-below) and more particularly detailed in the **"Schedule- 4"** attached hereto.
- (h) **"HE OR HIS"** shall also mean either she or her in case the Allottee is a female or it or its in case the Allottee is a partnership firm or a limited company
- (i) **"Interest"** means the interest payable at the rate specified in rule 17 of the rules; which is the State Bank of India's highest marginal cost of landing rate plus 2%, provided if the State Bank of India's marginal cost of funds landing rate is not in use then it would be replaced by the present bench mark landing rate which the State Bank of India may fix from time to time for landing to general public. At present the general landing rate of State Bank of India is ___ % per annum and as per rule 17 by adding 2%, the rate of interest for the purpose of this agreement would be ___ %.
- (j) **"Maintenance Society"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (k) **"Para"** means a Para of this Agreement;
- (l) **"Regulation"** means the Regulation made under the Act;
- (m) **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

- (n) "**Schedule**" means the Schedule attached to this Agreement; and
- (o) "**Section**" means the section of the Act.
- (p) "**Super built-up area**" means built-up area plus proportionate common area and be proportionate limited common area, proportion for the limited common area shall be calculated on the basis of number of common users of that particular limited common area.
- (q) "**SAID PROJECT**" shall mean the project comprising of Residential apartments / building(s), shops, office, parking facility, club house, other amenities and facilities etc. constructed / to be constructed upon the Land and named as "**TERRAZA GREENS**", Which comprises of a Tower 'A' (Terraza Mint @ Terraza Greens) and Tower 'B' (Terraza Greens)
2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws

WHEREAS THE PROMOTER DECLARES THAT

- A. The Promoter is in lawful possession of the land khasara No 88 of revenue village Sukhiya situated in Tehsil Sanganer District Jaipur Rajasthan 302020 with a total area admeasuring of 9630.83 square meters (hereinafter referred to as 'Land' and more fully described in the "**Schedule-1**".
- B. The owner of the Land is Mr Sitaram Todawat S/o Mr. Hari Kishan Todawat R/o Khasra No. 87, Kesar nagar Village Sukhiya , Tehsil Sanganer, Mansarovar Jaipur 302020. The Land Owner has got the lease deed of Khasra No 88 from Jaipur Development Authority and registered on date 26/12/2013 in the office of Sub- Registrar Sanganer II in its Book No 1 Volume No. 251 at Page No 107 bearing Serial No. 2014399000167 and an additional copy of the same was also pasted in its additional Book No.1 Volume No.1003 at Page No. 83 to 92.
- C. That the Promoter has been entered into joint development agreement with the aforesaid owner of the Land for developing the Project and such agreement has been registered on dated 24/02/2014 in the office of Sub-Registrar Sanganer V in its Book No.1, Volume No. 751 at Page No 100 bearing Serial No. 2014397002443 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 3002 at Page No. 514 to 525
- D. The said land is earmarked for the purpose of residential project, and the said project shall be known as "**TERRAZA GREENS**" ("Project").
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

For Prem Sagar Infra Projects Pvt. Ltd.


Direktor

F. The BPC (B.P.) No. 168 of the Jaipur Development Authority in its meeting dated 23.12.2014 has approved the initial building plans in its Agenda No.4. Also got approval of height permission for 55.90 meters from Rajasthan Government Urban Development Department vide its letter bearing no. क्र. प. 18(4)न.वि.वि/ जयपुर /2015 Dated 12/06/2015 . After that the Jaipur Development Authority has release the maps vide its letter bearing no.JDA/S.S./B.P.C/(B.P)/2016/D-349 dated 12/02/2016 accorded the BPC permission for building construction upto 15 meters height. Further after the issuance of the temporary Fire NOC from the office of Chief Fire Officer Nagar Nigam, Jaipur, Environment Clearance from the State Level Environment Impact Assessment Authority, Rajasthan and Height Clearance from Airport Authority of India, The Jaipur Development Authority has granted sanction for construction upto 26.90 mtr vide its letter dated 01/07/2016 bearing serial number JDA/S.S./B.P.C/(B.P)/2016/D-1525. and has released the maps accordingly.

G. There is an encumbrance of Rs. 13, 00, 00,000/- (Rupees Thirteen Crores Only) from M/s Edelwise Housing Finance Private Limited.

H. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "**Terraza Greens**", (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 9630.83 square meters situated at Kh 88, Vill Sukhiya Tehsil Sanganer Jaipur and latitude & longitude of the end points of the Project are Longitude 75°45'3.41 Latitude 26°49'6.56 N respectively. The location details are fully described in the "**Schedule-1**".

I. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. Is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority

J. The layout plan/ site plan of the Project has been sanctioned from Jaipur Development Authority up to 15 meters dated 12/02/2013 vide its letter bearing no. JDA/ S.S./B.P.C/ (B.P)/2016/D-349 and thereafter up to 26.90 meters dated 01/07/2016 vide its letter bearing serial number JDA/ S.S./B.P.C/ (B.P)/2016/D-1525, and building plans were also released, copy of which is enclosed as **Annexure I**.

K. Approval of specifications of the Project and permission of building construction up to 26.90 meters height under the relevant legal provisions has been accorded vide No JDA/ S.S./B.P.C/ (B.P)/2016/D-1525, dated 01.07.2016 by JDA. The specifications of the Project are as under :-

(Lower Basement + Upper basement + Ground + 8 Floors)

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except for the fact that the Project had been accorded the approval of height permission by Rajasthan Government Urban Development Department vide its letter bearing no. क्र. प. 18(4)न.वि.वि/ जयपुर

For Prem Sagar Infra Projects Pvt Ltd.

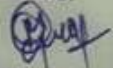

Director

/2015 Dated 12/06/2015 for 55.90 meters. It has been specifically made clear to the allottee(s) that presently approval has been granted by the competent authority for 26.90 meters (Lower Basement + Upper Basement + Ground+ 8 floors) and a revised application for approval of construction for 55.90 meters (Lower Basement + Upper Basement + Ground + 18 floors)has been made by the promoter, further when the approval for 55.90 meters get sanction by competent authority, a revised payment plan will get implemented and informed to allottee(s) by the promoter and Allottee(s) has no objection in case if it is accepted and construction is undertaken as per revised plans.

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specification of the buildings or the common areas and facilities in respect of the project with be implemented after taking the prior written consent of the 2/3rd of allottee(s) of the Project and the allottee(s) hereby agrees and undertakes 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

- L. The details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in **Annexure III**.
- M. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-
- (i) **Fire Fighting Facilities-** Fire fighting equipments/ facilities will be provided in the said project are as per NBC guidelines.
 - (ii) **Water Supply and storage** - The Government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.
 - (iii) **Emergency Evacuation Services-** It will be provided in the said project as per NBC guidelines of appropriate width.
 - (iv) **Electrical Supply-** Electricity/power shall be supplied by JVVNL.
 - (v) **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.
 - (vi) The promoter shall provide Gas bank and gas pipe line, Rain Water harvesting System to recharge ground water.
- N. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

For Prem Sagar Infra Projects Pvt. Ltd.


Director

Earthquake Resistant Structure, 24 hrs Security, Impressive Entrance Lobby, Premium elevators, CCTV, Dedicated Society Office, Gymnasium

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

Kids Play Area, Green Area, Swimming pool ,Fountain with sculptures

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

RCC Frame Structure, Vitrified Tiles, Emulsion Interior and Exterior Paint, M.S Railing, Laminated Flush Doors, Windows of UPVC/ Aluminium frame, European WC, CP fitting

- Q. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works has been specified in "**Schedule 5**" attached hereto.

- R. The Airport Authority of India has also granted NOC for height clearance for the Project vide its AAI/JP/(NOC)/-25/2014/2028/ 4348-49 dated 03/04/2014.

- S. The Fire NOC has also been Issued by Chief Fire Officer Nagar Nigam, Jaipur vide its letter F-9(f-18/15-16) A.F/N.N.J./16/1998 Dated 21/03/2016.

- T. Environmental Clearance from the department concerned Environment Impact Assessment Authority has been obtained for the Project vide its letter bearing no. F1 (4)SEIAA/SEAC- Raj/Sectt/Project/Cat. 8 (a)B2 (1624)/14-15 Jaipur Dated 22/01/2016.

- U. The Promoter has opened a separate Bank Account in ICICI Bank ,Parivahan Marg, Jaipur for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.

- V. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment/Building (hereinafter referred to as the 'Apartment') in the Project The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as booking amount including application Amount (not being more than 10% of the cost of the apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

- W. The Allottee has applied for an apartment in the Project and has been allotted apartment no. Having carpet area of Square feet and total balcony area/ Varanda /Terrace _____ Sq ft (i.e. Total flat Super Built up Area _____sq.ft./ Built up Area _____Sq.ft), type, on Floor in. [tower/block/building] no. ("Building") along with _____ Open / _____ Lower Basement (Basement) / _____ Upper Basement (Stilt) as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in floor plan of the apartment is annexed hereto and marked as **Annexure III**.

- X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project
- Y. 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;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and along with Open / Lower basement (Basement) / Stilt (upper Basement) parking [if applicable] as specified in "para W"

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

1. TERMS :-

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in **para 'W'**
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**")

Give break-up and description):-

Block/	Building/
Tower no..... Apartment no. ...	
Type.....	
Floor.....	
Total Price (in Rupees)	

Explanation:

- (i) In addition to the Total Price, Allottee shall be liable and responsible to pay all taxes, including but not limited to GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the aforesaid Apartment, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit and Upfront Maintenance Charges

For Prem Sagar Infra Projects Pvt. Ltd.


Director

shall be transferred to the Owner's Association or its nominee at the time of conveyance of common areas and facilities to the Owner's Association. Details of the total price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of "Schedule 3"**

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

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of "Schedule 3"** to be paid in the manner provided in **Part II of "Schedule 3"** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project. However, the Allottee is aware that in addition to the total price the Allottee shall have to contribute an amount towards water infrastructure fund.

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

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

- 1.4 The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.

For Prem Sagar Infra Projects Pvt. Ltd.


Director

Draft

- 1.5 The Promoter represents to the Allottee(s) that the Allottee(s) shall be required to contribute towards creation of water infrastructure amount as per demand raised by Government proportionately.
- 1.6 As Mention in Para V above the promoter has already received an Application Amount and booking amount from the Allottee(s) a sum of Rs..... (in words Rupees.....) (not being more than 10% of the total cost of the Apartment as provided in sub-section (1) of section 13) out of the total price of Rs _____ and the Allottees(s) agrees and undertakes to pay the balance amount of Rs _____ of the total price strictly in accordance with the payment plan given in **Part II of "Schedule 3"** attached hereto.
- 1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting as per mutually agreed for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.8 The Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act
- 1.9 The Promoter shall confirm the final carpet areas and balcony area that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate granted by the competent authority, by furnishing details of the charges, if any in the carpet area and balcony area. The Total Price payable for the carpet area and balcony area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area and balcony area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area and balcony area, which is not more than three percent of the carpet area and balcony area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Part I of "Schedule 3"**
- 1.10 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:-
- (i) The Allottee(s) shall have exclusive ownership of the Apartment.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development

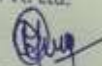
For Prem Sagar Infra Projects Pvt. Ltd.


Director

charges, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project. The Allottee is aware that the amount towards water infrastructure fund shall be payable in addition to the total price.

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment. However, The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she 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 accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.
- 1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with open / lower basement (basement) / Upper Basement (stilt) parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.12 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoing/ 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.
- 1.13 The Allottee(s) agrees and understands that except the Apartment as described in "**Schedule-2**" attached hereto, 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. 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. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Said Project are in the nature of saleable apartment and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.
- 1.14 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Promoter.

For Prem Sagar Infra Projects Pvt. Ltd.


Director

- 1.15 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.
- 1.16 The Promoter has already received booking amount including application amount from the Allottee(s) as mentioned in **Part II of "Schedule 3"** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II of "Schedule-3"** attached hereto.
- 1.17 Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2 MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Prem Sagar Infra Projects Pvt Ltd payable at Jaipur.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 (RBI Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws.
- 3.3 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

For Prem Sagar Infra Projects Pvt. Ltd.


Director

claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 27 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 27 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

4 ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE :

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

6 CONSTRUCTION OF THE PROJECT:

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

For Prem Sagar Infra Projects Pvt. Ltd.


Director

plans, other than in the manner provided under the Act and the procedure agreed under **clause 1.8 and Term no 17** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7 POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before June 2020, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with delay payment charges computed at Interest Rate within forty-five days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the completion certificate from the competent authority shall vide offer letter ("**Offer Letter**") offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement. Within 20 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Apartment and simultaneously get conveyance of his Apartment done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Jaipur. After the expiry of 3 (Three) full calendar months from the date of issue of completion certificate i.e **Deemed Date of Possession** , the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Owners Association, as the case may be. The Promoter shall handover the copy of completion certificate of the Apartment, to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of

For Prem Sagar Infra Projects Pvt. Ltd.


Director

fulfilment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). 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 Apartment 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 basis is". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

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

- 7.4 Cancellation by Allottee:** - The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the application Amount and Booking Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Apartment and all other penalties and Delay Payment Charges in respect of the Apartment, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer.

Cancellation by Allottee(s) after Completion Certificate-
Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of completion certificate of the Said Project, the Promoter shall be entitled to forfeit twice the Application amount and Booking Amount money, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Apartment and all other penalties and Delay Payment Charges in respect of the Apartment, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer

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

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

Provided that if the Allottee(s) does not intent to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest computed at Interest Rate for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

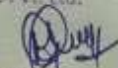
- 7.6** The Allottee(s) shall be liable to pay from the date of Deemed Date Of Possession or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Apartment of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Apartment. If the 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 the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the 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.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) That the Promoter has executed a development agreement ("DA") on dated 14/02/2014 with Owner for Khasra No 88. and the said developer agreement got registered office of sub registrar of registration Jaipur in has been registered on dated 24/02/2014 in the office of Sub- Registrar Sanganer V in its Book No.1, Volume No. 751at Page No100 bearing Serial No. 2014397002443 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 3002 at Page No. 514 to 525.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

For Prem Sagar Infra Projects Pvt. Ltd.


Director

- (iii) There is an encumbrance of Rs. 13,00,00,000/- (Rupees Thirteen Crores Only) from M/s Edelwise Housing Finance Private Limited.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has entered into development agreement with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

For Prém Sagar Infra Projects Pvt. Ltd.


Director

9 EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

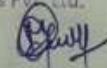
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

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

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including delay payment charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;

For Prem Sagar Infra Projects Pvt. Ltd.


Director

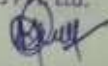
- (iv) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Apartment and/or taking possession of Apartment within the period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

9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover delay payment charges as per Clause 9.4 (i) and (b) recover maintenance charges from the deemed date of possession; (c) recover holding/safeguarding charges @ 0.1% per month on the Total Price of the Apartment; (d) taxes mentioned in above Clause(s); (e); withhold registration of the conveyance deed of the Apartment in favour of the Allottee(s); and to refuse possession of Apartment to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.
- (iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the Promoter of its right of charging such delay payment charges or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Apartment. The Promoter shall be entitled to sell the Apartment to any other person or otherwise deal with the Apartment 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 Apartment to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

For Prem Sagar Infra Projects Pvt. Ltd.


Director

- (i) The application Amount and booking Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Apartment;
- (iii) The delay payment charges paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/or 9.4 (iii), if applicable;

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

10 CONVEYANCE OF THE SAID APARTMENT

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

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

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

11 MAINTENANCE OF THE SAID BUILDING/APARTMENT / PROJECT :

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project and cost of one time maintenance Security has been excluding in the Total Price of the Apartment as per terms mentioned below:-

- (i) In order to secure adequate provision of the maintenance services and due performance of the buyer in paying promptly the Maintenance Charges as raised by the Maintenance Agency, the Buyer agrees to deposit **Rs 100/- Per per sq. ft.** of the Super Area of the Said Apartment as demanded by The Promoter.
- (ii) The Promoter / Maintenance agency / Residents Society will manage the Maintenance of the said Building Common Areas from the OTMS. In case the OTMS falls below the agreed sum of Rs. 10/- per sq. ft. of the Super Area of the Said Apartment, then the Buyer hereby undertakes to make good the resultant shortfall within fifteen days of the due date for the Amount as decided by the Mutual Consent of Society / Association of Terraza Greens Appt owners / Promoter & Maintenance Agency.

For Prem Sagar Infra Projects Pvt. Ltd.


Director

- (iii) In case of default of payment of the aforesaid charges, the Promoter or their nominees shall be entitled to discontinue/disconnect the services including electricity and water to the demised premises apart from the right to recover the charges with minimum interest @ ___ p.a. from the Buyer and/or from the occupier of the demised premises from/out of the rent payable to the Buyer through the process of court or otherwise.

12 DEFECT LIABILITY :

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

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

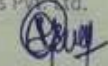
14 USAGE:

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

15 GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT :

- 15.1 Subject to **Terms No 12** above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Apartment, 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 Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the

For Prem Sagar Infra Projects Pvt. Ltd.


Director

same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Said Project, building therein or common areas.
- 15.3 The Allottee(s) shall also not change the colour scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- 15.4 Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Apartment.
- 15.5 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Apartment, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.6 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 Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project.
- 15.7 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.
- 15.8 It is in the interest of the Allottee(s), to help the Owners Association / Society in effectively keeping the Apartment and/or the Said Project secured in all ways, For the purpose of security, the Owners Association / Society would be free to restrict and regulate the entry of visitors into the Building/ Said Project.
- 15.9 The Allottee(s) shall not use the Apartment 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 Said Project or for any illegal or immoral purpose.
- 15.10 Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Apartment in the compound or any portion of the Scheduled Land and the Building in which the Apartment is situated.
- 15.11 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Apartment and the Building/Said Project in which the Apartment is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project and/or the Apartment.
- 15.12 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Apartment. The

Allottee(s) shall also not remove any wall, including the outer and load wall of the Apartment.

15.13 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.14 Interior Works in the Apartment:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Apartment he shall seek prior permission of the Promoter/Owners Association and the Promoter/Owners Association may permit the same subject to appropriate conditions. Allottee(s) will be responsible for payment of any damage caused in common areas by Allottee(s) / Representative / Agency of Allottee(s) during the time of Interior Work in His / Her Apartment.

15.15 After handing over of the Said Project, it shall be the responsibility of the Owner's Association for obtaining / renewal of insurance for the said project and pay insurance premiums.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

(ii) Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the said project in future after conveyance of common areas in favour of Owner's Association. The Allottee and Allottees of other Apartments and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

17 ADDITIONAL CONSTRUCTIONS:

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except for the fact that the Project had been accorded the approval of height permission by Rajasthan Government Urban Development Department vide its letter bearing no. **क्र. प. 18(4)न.वि.वि/ जयपुर** /2015 Dated 12/06/2015 for 55.90 meters. It has been specifically made clear to the allottee(s) that presently approval has been granted by the competent authority for 26.90 meters (Lower Basement + Upper Basement + Ground+ 8 floors) and a revised application for approval of construction for 55.90 meters (Lower Basement + Upper Basement + Ground + 18 floors) has been made by the promoter, further when the approval for 55.90 meters get sanction by competent authority, a revised payment plan will get implemented and informed to allottee(s) by the promoter and Allottee(s) has no objection in case if it is accepted and construction is undertaken as per revised plans.

For Prem Sagar Infra Projects Pvt. Ltd.


Director

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specification of the buildings or the common areas and facilities in respect of the project with be implemented after taking the prior written consent of the 2/3rd of allottee(s) of the Project and the allottee(s) hereby agrees and undertakes 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

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Apartment under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Apartment 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 Apartment and the Apartment shall be free from all encumbrances at the time of registration of conveyance deed of the Apartment. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

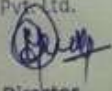
19 BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to 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), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Application Amount and booking amount amount deposited by the Allottee shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Apartment to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20 ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

For Prem Sagar Infra Projects Pvt. Ltd.


Director

correspondences, arrangements whether written or oral, if any, between the Parties / any representative of Promoter in regard to the said Apartment/ Building, as the case may be.

21 RIGHT TO AMEND :

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

22 PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE /SUBSEQUENT ALLOTTEES:

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

23 WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned in **Part II of "Schedule 3"** this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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 allottee(s).

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

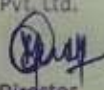
24 SEVERABILITY:

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

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

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

For Prem Sagar Infra Projects Pvt. Ltd.


Director

26 FURTHER ASSURANCES:

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

27 PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

28 NOTICES:

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

M/s Prem Sagar Infra Projects Pvt Ltd	Allottee(s) name
Address S-1, Rishi Residency, plot No 11, Mission Compound, C-Scheme, Jaipur.	Address.....

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

29 JOINT ALLOTTEE:

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

30 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 Apartment for the Allottee(s) the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or

For Prem Sagar Infra Projects Pvt. Ltd.


Director

brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Apartment.

31 SAVINGS:

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

32 GOVERNING LAW:

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

33 DISPUTE RESOLUTION :

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

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

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

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

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

Promoter/	Party	Of	The	First	Part
For and Behalf of M/S PREM SAGAR INFRA PROJECTS PVT LTD					
Name					

Draft

Signature
Designation

Signed and delivered by the within named Land Owner / Party of The Second Part(s) in the presence of witnesses on

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For Prem Sagar Infra Projects Pvt. Ltd.

Director

"SCHEDULE-1"

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

Name of Scheme/Colony and City	Plot No.	Area (in Meter)
Terraza Greens at Muhana Road, Jaipur	Khasara No 88	9630.83 Sq mt

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

In North 60'ft wide Road

In South Other's land

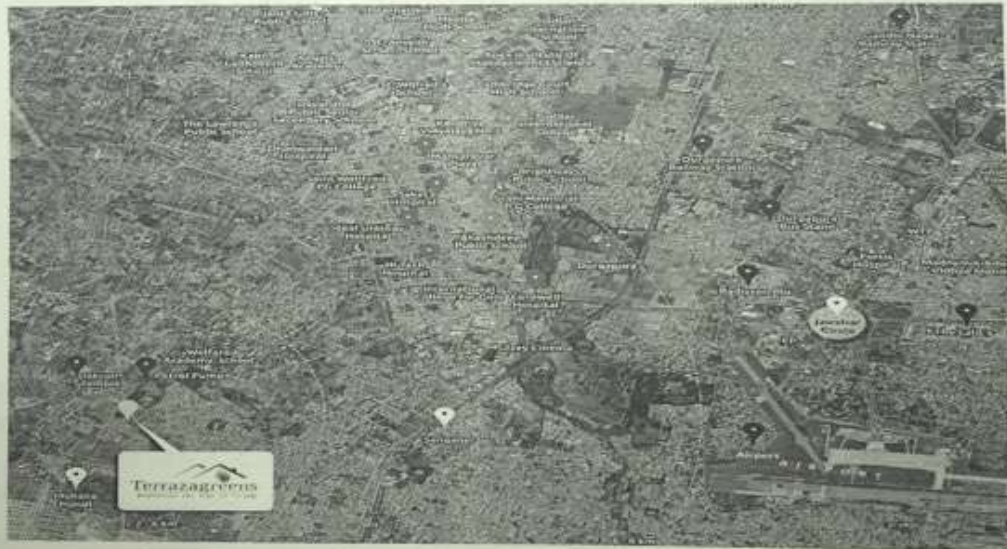
In East proposed 160' ft wide Sector road

In West Other's Land

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

Corners	Latitude (N)	Longitude (E)
North East	26° -81' - 75.8"	75° -75' - 23.8"
North West	26° -81' - 79.7"	75° -75' - 13.2"
South West	26° -81' - 71.8"	75° -75' - 09.8"
South East	26° -81' - 73.1"	75° -75' - 21.3"

Location Map



For Prem Sagar Infra Projects Pvt. Ltd.

[Signature]
Director

SCHEDULE-2
(Description of the Apartment)

- a. Apartment No. _____
- b. Tower Name _____
- c. Floor: _____
- d. Type of Apartment: _____ Type Of Parking _____
- e. Carpet Area: _____ sq. mtr. (_____ sq. ft.).
- f. Exclusive Balconies
- i. Balcony one: _____ sq. mtr. (_____ sq. ft.)
- ii. Balcony two: _____ sq. mtr. (_____ sq. ft.)
- iii. Varanda /Terrace _____ Sq. Mtd (_____ sq.ft)
- g. Built- up Area: _____
- h. Super built up area: _____

Note-

The Buyer shall be entitled, to the exclusive use of Parking for parking of car. However, exact parking no. will be allotted at the time of possession of the "Apartment".

Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super built up area basis. It is now very difficult for the Allottee(s) to compare between the Apartments sold on Super built up area and the Apartments 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 built up area of the Apartment is being provided. Super built up area has no commercial bearing. Consideration of the Apartment is dependent on Carpet Area and exclusive balcony or verandah and is not dependent on Super built up area of the Apartment.

SCHEDULE- 3
PART I

(Total Price of the Apartment)

The total price of the Apartment is Rs. _____ (Rs. _____ only) is as follows:

Price of the Apartment Rs. _____

Total Price: Rs. _____

Note:-) The total Price is including Electric substation, club Development and Gas pipe and parking development cost

For Prem Sagar Infra Projects Pvt. Ltd.


Director

SCHEDULE- 3
PART II
(Payment Schedule)

Stage of development works and completion of Apartment	Percentage of the Total Price as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee
At the time of Application Amount			
At the time of Booking Amount			
At the time of Project Launching/ Work Started			
At the time of Completion of Excavation Work			
At the time of Start of Lower Basement Work			
At the time of Casting of Lower Basement Slab			
At the time of Casting of Upper Basement Slab			
At the time of Casting of Ground Floor Slab			
At the time of Casting of 1 st Floor Slab			
At the time of Casting of 2 nd Floor Slab			
At the time of Casting of 3rd Floor Slab			
At the time of Casting of 4th Floor Slab			
At the time of Casting of 5th Floor Slab			
At the time of Casting of 6th Floor Slab			
At the time of Casting of 7th Floor Slab			
At the time of Casting of 8th Floor Slab			
At the time of Completion of Brick work			
At the time of Completion of Plaster Work			
At the time of offer of possession			
Total			

Note-

- i. Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges.

The Promoters offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

For Prem Sagar Infra Projects Pvt. Ltd.


 Director

SCHEDULE- 4

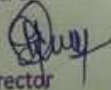
(Details of common areas, facilities and amenities of the Said Project)

- (i) The Scheduled Land
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, parks, play areas, open parking areas and common storage spaces;
- (iv) 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 Apartment service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

SCHEDULE- 5**Stage Wise Time Schedule of Completion of Said Project**

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	March 2019	Foundation and Structure of the Building
2.	Completion of development works (internal/external development works).	October 2019	Brick Work, Tiles Work, External Plaster, Door Shutter Fitting, Window, Electrical Wiring & fittings and testing, Internal Painting, External Painting
3.	Provision of civic infrastructure	March 2020	
4.	Finishing	June 2020	Final Finishing and Hand Over

For Prem Sagar Infra Projects Pvt. Ltd.


 Director

Annexure-I

Site Layout Plan

Annexure-II

Building Plan Letter

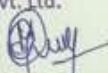
Annexure III

Floor Plan

Annexure IV

Parking plan

For Prem Sagar Infra Projects Pvt. Ltd.


Director