

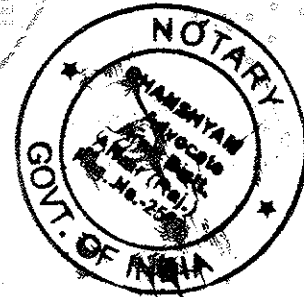
INDIA NON JUDICIAL

Government of Rajasthan

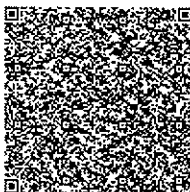
₹130

e-Stamp

Certificate No. : IN-RJ47138054552221W
Certificate Issued Date : 29-May-2024 01:19 PM
Account Reference : NONACC (SV) / RJ3194704 / BHIWADI / RJ-AL
Unique Doc. Reference : SUBIN-RJ47138054552221W
Purchased by : BDI Homes Pvt Ltd
Description of Document : Article 4 Affidavit
Property Description : Matila, Bhiwadi Distt. Alwar (Raj.)
Consideration Price (Rs.) : 0
(Zero)
First Party : BDI Homes Pvt Ltd
Second Party : Na
Stamp Duty Paid By : BDI Homes Pvt Ltd
Stamp Duty Payable (Rs.) : 100
(One Hundred only)
Surcharge for Infrastructure Development (Rs.) : 10
(Ten only)
Surcharge for Propagation and Conservation of Cow (Rs.) : 10
(Ten only)
Surcharge for Relief from Natural and Man-made Calamities (Rs.) : 10
(Ten only)
Stamp Duty Amount (Rs.) : 130
(One Hundred And Thirty only)



Affidavit cum Declaration of Mr. Ssumit Berry duly authorized by the BDI Homes Private Limited, promoter of the project "BDI ARANYA" vide its/his/their authorization dated 28th May 2024.



Sign. Thumb Imp.
Attested (as Identified)
Notary, Distt. Alwar (Raj.)

Executant

18 JUN 2024

IN-RJ47138054552221W

JD 0041087556

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcstamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

I, Ssumit Berry Son of Late Shri D D Berry aged about 42 years resident of C-47, Naraina Vihar, New Delhi - 110028 duly authorized by the promoter of the proposed project do hereby solemnly declare undertake and state as under:

1. That the Builder Buyer Agreement (Form-G) attached for Project "BDI RANJANA" is in accordance to the Real Estate (Regulation and Development) Act, 2016 ("The Act").
2. That if any variation is found in any clause, then the provision of the Act will apply.
3. That the Company will be totally responsible for any Variation.
4. That the draft agreement to sale is not in derogation or inconsistency with the RERA act 2016 read with Raj RERA Rules, 2017

For BDI Homes Pvt. Ltd.

Deponent

Verification

Executant

I, Ssumit Berry Son of Late Shri D D Berry aged 42 years resident of C-47, Naraina Vihar, New Delhi - 110028, do hereby verify that the contents para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of _____.

Deponent

Executant

Identified By

Sign. Thumb Imp.
Attested (as Identified)
Notary, Dist. Alwar (Raj.)

18 JUN 2024

ALLOTMENT LETTER

To,

Dated:- _____

Mr./Ms. _____
R/o. _____

Sub : Allotment in respect of your application for booking of Residential Plot no. _____ admeasuring area _____ sq. yds. in the project "BDI ARANYA" at Village Khijuriwas, Tehsil Tapukada, Bhiwadi, Distt.- Khairthal – Tijara, Rajasthan.

Dear Sir,

Dear Sir/Madam,

We are delighted to inform you that you have been allotted a Residential Plot No. _____ admeasuring area _____ sq. yd. ("Plot"), in our Prestigious project named as "BDI ARANYA" as per your application no. dated and take this opportunity to congratulate you for being a part of BDI family.

The allotment by the developers shall be as per the standard Agreement for Sell and the terms and conditions mentioned there in shall be binding upon both the parties. The Agreement for Sell will be sent to you in due course of time.

You are requested to acknowledge the receiving of this letter through in person, mail/by post as a mark of consent.

The allotment letter of the said Plot is subject to the terms and conditions of the Application form and agreement for sell, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment plan.

Thanking You,

For BDI HOMES PRIVATE LIMITED
For BDI Homes Pvt. Ltd.

(Authorized Signatory)

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I/We shall be bound by the term and conditions of the Application form, Agreement for Sell, Accordingly,
I Sign below as a mark of Acceptance of this Allotment letter.

(Name & Signature of the Allottee)

FORM-G

[see rule 9]

Agreement for Sale

This Agreement to Sell ("Agreement") is executed on this _____ day of _____ 2024.

By and Between

BDI Homes Private Limited (CIN No.: U45400DL2013PTC259592, a Company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at C-47, Naraina Vihar, New Delhi – 110028 and its Corporate Office at Building No. 80, 3rd Floor, Adjoining Ramada Hotel, Sector-44, Gurugram, Haryana-122002 and its PAN is AACCB7890E, represented by its Authorized signatory _____ authorized vide board resolution dated _____ hereinafter referred to as the "**PROMOTER**" AND / OR "**FIRST PARTY**" (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

Mr. _____ S/o _____ aged about _____ years as an **1st applicant R/o.** _____ (hereinafter singly/ jointly, as the case may be, referred to as the "**ALLOTTEE(s)**" AND/OR "**SECOND PARTY**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the **OTHER PART**. successors-in-interest and permitted assigns).

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "**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) "**Interest**" means the interest payable at the rate specified in rule 17 of the rules;
- (c) "**Para**" means a Para of this Agreement;
- (d) "**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;
- (e) "**Regulation**" means the Regulation made under the Act;

For BDI Homes Pvt Ltd means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;


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Developer

- (g) "Common Areas" shall have the meaning as ascribed to it in the Act;
- (h) "Interest" means the interest payable at the rate specified in rule 17 of the Rules;
- (i) "Plot" shall means the specific plot applied for by the allottee(s), intended and/or capable of being independently and exclusive occupied and intended to be used for the purpose specified in the agreement.
- (j) "BIDA" means Bhiwadi Integrated Development Authority, Bhiwadi, Rajasthan
- (k) "Schedule" means the Schedule attached to this Agreement; and
- (l) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT

- A. The Promoter is in lawful owner and in possession of the total land admeasuring 2.4187 Hectares comprising of Khasra No. 1425/992 rakba 0.54 Hectare and Khasra No. 1427/993 rakba 0.53 Hectare, Khasra No.1494/990 rakba 0.25083 Hectare and Khasra No. 1497/1492 rakba 0.02787 Hectare and Khasra No. 1424/992 rakba 0.54 Hectare and Khasra No. 1426/993 rakba 0.53 Hectare situated at Village Khijuriwas, Tehsil Tapukada, Distt Khairthal-Tijara, Rajasthan, (hereinafter referred to as 'Project Land') and more fully described in the Schedule-1).
- B. The promoter purchased the project land from three sellers in the following manner:
 - (i) The promoter purchased agricultural land admeasuring 1.07 hectare, comprising of Khasra No. 1425/992 rakba 0.54 Hectare and Khasra No. 1427/993 rakba 0.53 Hectare situated at Village Khijuriwas, Tehsil Tapukara, Distt Khairthal-Tijara, Rajasthan, vide sale deed dated 29.11.2023, which was registered with Sub-registrar-Bhiwadi on 02.01.2024 at book No. 1, Vol. No. 722, Page No. 73, Serial No. 202403111100031, additional Page No. 1, Vol No. 2634 and Pages No. 308 to 317.
 - (ii) The promoter also purchased agricultural land admeasuring 0.2787 hectare, comprising of Khasra No. 1492/989/0.0623 rakba 0.02787 Hectare and Khasra No. 990/1329/1.09 rakba 0.25083 Hectare situated at Village Khijuriwas, Tehsil Tapukara, Distt. Khairthal-Tijara, Rajasthan, vide sale deed dated 29.11.2023, which was registered with Sub-registrar-Bhiwadi on 08.12.2023 at Book No. 1, Vol. No. 719, Page No. 71, Serial No. 202303111106935, additional Page No. 1, Vol No. 2622 and Pages No. 331 to 340. Later on the said Khasra nos. have been changed respectively to 1497/1492 and Khasra no 1494/990.
 - (iii) The promoter also purchased agricultural land admeasuring 1.07 hectare, comprising of Khasra No. 1424/992 Rakba 0.54 Hectare and Khasra No. 1426/993 Rakba 0.53 Hectare situated at Village Khijuriwas, Tehsil Tapukara, Distt. Alwar, Rajasthan, vide sale deed dated 10.05.2022, which was registered with Sub-registrar-Bhiwadi on 20.05.2022 at Book No. 1, Vol. No. 660, Page No. 63, Serial No. 202203111103204, additional Book No. 1, Vol No. 2386 and Pages No. 226 to 235.

Subsequently, Project Land (Khasra No. 1425/992, 1427/993, 1494/990, 1497/1492, 1424/992, 1426/993) were converted for residential use through 90-A of Rajasthan Land Use Act, 1956 order no. 43-45/24 dated 24.04.2024.

For BDI Homes Pvt. Ltd.

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- C. The said Land is earmarked for the purpose of plotted development of a (commercial/residential/any other purpose) project, comprising of 109 residential plots and the said project shall be known as **"BDI ARANYA"** ("Entire Project")

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- D. 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
- E. That BIDA vide its letter dated 14.06.2024 bearing No. 2268-69/24 approved the layout of the project upon the project land.

Accordingly, the promoter has planned to develop a plotted development consisting of several plots on the said project land in the name of **"BDI ARANYA"** ("Project")

- F. The Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of developing a Real Estate Project known as **"BDI ARANYA"**, (hereinafter referred to as the **"Project"**) after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Plots and includes the development works on a piece and parcel of Land admeasuring 2.4187 hectare, 24187 square meters situated at Village Khijuriwas, Tehsil Tapukara, Bhiwadi, Distt. Khairthal-Tijara, Rajasthan. The location details are fully described in the **Schedule-1**.
- H. The Project has been registered with the Real Estate Regulatory Authority on _____ and the Project Registration Certificate No. is _____, This registration is valid for a period of _____ years _____ Months commencing from _____ and ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.bdigroup.co.in) of the Authority.
- I. The Promoter has obtained the final Layout Plan/ Site plan of the Project has been sanctioned on 14th June 2024 by the BIDA (competent authority), and copy of which is enclosed as **Schedule-2**.
- J. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- K. the details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-3.
- L. the details of plan of development works to be executed in the Project as per township policy 2010, BIDA Model Building Buy-laws 2021 and the proposed facilities to be provided thereof, as provided under clause (e) of sub-section (2) of section 4, are roads, street lights Polls, demarcation of plots, park development and all other work as per town policy-2010.
- 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 road networks, well lit approach roads to all unit and land scaped roads and park.

For BDI Homes Pvt. Ltd.

- N. the details of other external development works to be taken for the Project area- Not

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Applicable

- O. the details of specifications of material used in construction are - Not Applicable
- P. the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

S.No.	Date by which the works are proposed to be completed	Details of works to be completed
1	13th June 2026	Water Line, Electricity line Roads and Park development with plantation and all other works as per Approvals

- Q. Fire NOC for the Project - Not Applicable
- R. NOC from the Airport Authority of India- Not Applicable
- S. Environmental Clearance from the department concerned- Not Applicable
- T. Public Health & Engineering Department NOC for developing the Project- Not Applicable
- U. The Promoter has opened a separate account in HDFC Bank, Branch Ashiana Angan Plaza, Gound floor Shop no 29,14,15 Alwar by Pass Road, Bhiwadi vide account No 99991125102013 in the Name of BDI Aranya u/o BHPL Master Collection account for the purpose of collection for the Project.

The Promoter has opened a separate account in HDFC Bank, Branch Ashiana Angan Plaza, Gound floor Shop no 29,14,15 Alwar by Pass Road, Bhiwadi vide account No 99991025102013 in the Name of BDI Aranya u/o BHPL RERA A/c for the purpose as provided in sub-clause (D) of clause (I) 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 Plot, has applied for allotment and to purchase a Plot (hereinafter referred to as the 'Plot') in the Project vide his/her/their/its application dated _____. The Allottee(s) has also deposited a sum of **Rs. _____/- (Rupees _____ Only)** as an advance payment/ booking amount (not being more than 10% of the cost of the plot 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.

The Allottee(s) hereby represents that it has undertaken necessary due-diligence with respect to the Plot and the Project and has reviewed the title documents in respect of the Land, rights of the Promoter in respect of the Project and approvals and permissions accorded by the competent authorities etc., and has fully satisfied itself about the nature of rights, interests and arrangements of the Promoter in respect of the Plot and has further understood the limitations and obligations of the Promoter in respect thereof.

- W. The Allottee(s) has applied for a Plot in the Project vide Allotment Letter dated _____ and has been allotted **Plot no. _____ Plot Area _____ Sqyds (_____ Sq. Mt)**, type **Plot**, at **BDI ARANYA**, (hereinafter referred to as the "Plot", the plotted development is annexed hereto and marked as **Schedule-3**.

- X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights, duties and obligations detailed herein. The Parties hereby


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confirm that they are signing this Agreement with full knowledge of 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(s) hereby agrees to purchase the Plot.

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 said Plot.

1.2. The Total Price for the Plot is Rs. _____/- (Rupees _____ Only) ("Total Price").

The breakup of the total price is as more clearly detailed in Schedule 6

Explanation:

- (i) The Total Price above includes the booking amounts of Rs. _____/- (Rupees _____) paid by the Allottee(s) to the Promoter towards the said Plot as mentioned in Para 'Q' in the recitals.
- (ii) The Total Price above include Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called), which may be levied, connection with the development of the project and/or with the respect to the plot. The total price does not include Stamp duty, registration and other incidental charges, which shall be payable by the allottee(s) in accordance with the provisions mentioned in this Agreement.
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in the Schedule-5. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of said plot include internal development charges, taxes, cost of providing electric service connection, charges for sewer and water connection from the mains laid along with the road servicing the said Plot (as when provided) etc. and includes cost for providing all other facilities, and specifications to be provided with the said Plot and the Project as specified in **Schedule 4**.

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

For BDI Homes Pvt. Ltd.


AUTHORISED SIGNATORY
Developer

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(s).

1.4. As mentioned in para 'V' in the recitals above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/-(Rupees _____ Only) out of the Total Price of Rs. _____/-(Rupees _____ Only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) and the Allottees(s) agree and undertake to pay the balance amount of Rs. _____/-(Rupees _____ Only) of the Total Price strictly in accordance with the payment plan attached hereto as **Schedule-5**.

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

1.6. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications described herein at Schedule '4' in respect of the said Plot, without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided that the promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor additions or alterations as may be required by the Authority or under the provisions of the Act.

1.7. Subject to the provisions of the Act, the Promoter agreed and acknowledges upon execution of Patta/Lease deed in favor of the Allottee, the Allottee shall have the right to the said Plot as mentioned below:

i. The Allottee(s) shall have exclusive ownership of the said Plot;

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. The computation of the price of the plot includes recovery of price of land, internal development charges, external development charges, taxes, cost of providing electric service connection, charges for sewer and water connection from the mains laid along with the road servicing and specification to be provided within the said Plot and the Project.

iv. The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his/her said Plot.

For BDI Homes Pvt. Ltd.

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Developer

6

Allottee(s)

1.8. It is made clear by the Promoter and the Allottee(s) agrees that the said Plot shall be treated as a single indivisible plot for all purposes. It is clarified that

Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.9. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the said Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, 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.

1.10. The Allottee(s) has paid a sum of Rs. _____ /-(Rupees _____ Only) as booking amount being part payment towards the Total Price of the said Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Plot as prescribed in the payment plan at Para No.1.4 above as may be demanded by the Promoter within the time and manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. MODE & TERMS OF PAYMENT:

2.1 Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan given in Schedule-4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **BDI AFANYA U/O BHPL Master Collection A/C** payable at Bhiwadi.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) authorized the Promoter to adjust/ appropriate all payments made by him/ her/them under any head of dues against lawful outstanding of the Allottee(s) against the said Plot , if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner. The Allottee(s) agrees and understands that the payments made by the Allottee(s) shall be first adjusted towards the payment / satisfaction of any outstanding or past interests/dues/amounts, if any, and thereafter shall be adjusted towards the payments to be made towards Total Price.

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/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case maybe.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

The Allottee has seen, understood and accepted the proposed layout plan, specifications, amenities and facilities of the said Plot and accepted the 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 Project in accordance with the said layout plans, 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 laws of the State of Rajasthan building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this para by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE SAID PLOT :

7.1 Schedule for possession of the said Plot The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot 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/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 13.06.2026 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for

For BDI Homes Pvt. Ltd.


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delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking Possession- The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate/completion certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate/completion certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate/completion certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee(s) to take Possession the said Plot- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 Possession of the Allottee- After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:.

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the

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Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot 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, Plot 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 not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;

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(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the lease deed/Issuance of Patta the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Plot to the Allottee(s).

(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 said Plot 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.

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 possession of the said Plot to the Allottee(s) within the time period specified in Para 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, "possession" shall mean that the Plot 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 there under.

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 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 said Plot

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along with interest within forty-five days of receiving the termination notice, provided that the Allottee(s) has executed and registered a cancellation deed in respect of cancellation / termination of allotment of the said Plot , as per format provided by the Promoter:

Provided further, 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 said Plot. which shall be paid by the Promoter to the Allottee The interest payable to the Allottee(s) under this clause shall be adjusted at the time of offer of possession of the said Plot 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) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter as per the payment plan stated above. Despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount, brokerage charges and the interest liabilities and this Agreement shall stand terminated

Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the said Plot as per Para No.1.2 under the Agreement from the Allottee(s) shall execute a lease deed/patta and convey the title of the said Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate, as the case may be, to the Allottee(s).

Provided that in absence of provision regarding the timeline for executing the lease deed in local law, the lease deed in favor of the Allottee(s) shall be carried out by the Promoter within three months from the date of issue of occupancy certificate/Completion 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 lease deed/patta 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 PLOT 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 upon the issuance of the completion certificate of the Project. The cost of such maintenance until the offer of possession of the said Plot to the Allottee(s) has been included in the Total Price of the Plot.

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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 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty 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.

13. RIGHT TO ENTER THE SAID PLOT:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, and Facilities for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Plot 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 and Common Service Areas: The Common Service area, if any, as located within the **BDI ARANYA**, shall be earmarked for purposes, such as Parking spaces and services (if applicable) including but not limited to electric sub-station, transformer, underground water tanks, pump room/s, maintenance and service room/s, firefighting pump/s and equipments etc.(as applicable) and other permitted uses as per sanctioned plans. The Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements (if any) in any manner whatsoever, other than those earmarked as Parking spaces if applicable, and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s), maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

(i) Subject to Para 13 (Thirteen) above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot, or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot, and keep the said Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

(ii) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design or sub-divide/bifurcate the said Plot or amalgamate the said Plot with other Plot in the Building. Further the Allottee(s) shall not store any hazardous or combustible goods in the Plot 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 Plot.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that construction and development of additional structure anywhere in the Project after the building plan, layout plans, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, shall be made after necessary amendments in the sanction plan, layout plan, building plan, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.

18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015: The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project.

19. BINDING EFFECT:

By just 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 Bhiwadi as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as canceled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

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said Plot, 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(S)/
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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Plot, in case of a transfer, as the said obligations go along with the Plot 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 prescribed in this Agreement to waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee(s) 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.

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 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 allottee(s) in the Project, the same shall be the proportion which the carpet area of the said Plot bears to the total carpet area of all the said Plots in the Project.

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the 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

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Allottee(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bhiwadi. Hence this Agreement shall be deemed to have been executed at Bhiwadi.

28. NOTICES:

All the notices to be served on the Allottee(s) 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:-

BDI Homes Private Limited	Mr. _____
Building No-80, 3 rd Floor, Sector-44, Gurgaon, Haryana-122001	R/o. _____

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. 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 madethereunder.

31. GOVERNING LAW:

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

32. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion or through appointment of a sole arbitrator appointed by the Promoter, failing which the same shall be settled through the adjudicating officer appointed under the Act. The Law Courts, Consumer Commissions, Commissions, Tribunals situated at Bhiwadi, Alwar shall have exclusive jurisdiction on all or any types of disputes arising under this agreement.

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Note: Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the rules and regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the rules and regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.

33. DISCLOSURE

That the allottee has entered into this agreement with full knowledge, full inspections and understanding of nature of constructions plan of the promoter, title documents of the promoter, sale deeds and arrangements enter into by the promoter with several other person and subject to the all present and future laws, rules and regulations buy-laws applicable this area including terms and conditions given by the concerned authorities and/ or the government of Rajasthan in this regards and to such other regulations as the promoter may from time to time promulgate and the allottee has familiarized himself with all the aforesaid title documents, sale deed, undertakings, conditions etc.,

34. INDEMNIFICATIONS

The Allottee(s) shall, without prejudice to any other rights of the promoters, agrees to indemnify and keep fully indemnified, hold harmless and defend the promoter, from and against third party claims, demands, actions, suits, proceeding, judgments, orders, damages, costs, losses, and expenses of any nature of any nature whatsoever brought against the promoters 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 (1) any of provisions/covenants of this Agreements and/or (2) any representation or warrants or covenants of the allottee being false or incorrect and/or (3) Any other claims, cost or damage directly attributable to the obligation of the allottee(s) under the agreement or due to failure/delay of the allottee(s) to comply with its obligation under the applicables laws and agreements.

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IN WITNESS WHEREOF Parties herein above named have set their respective hands and signed this Agreement to sell at Bhiwadi 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 with signature across the photograph	Passport size photograph with signature across the photograph	Passport size photograph with signature across the photograph
Signature	Signature	Signature
Name	Name	Name
(First Allottee)	(Second Allottee)	(Third Allottee)

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

For and on behalf of M/s BDI Homes Private Limited

Name :

Signature :

Designation :

WITNESS :

Signature

Name

Address

Signature

Name

Address

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SCHEDULE-1

Name of Revenue Village and Tehsil	Khasra Nos.	Area(In Hectare)
Village Khijuriwas	1425/992,1427/993,1494/990,1497/1492,1424/992,1426/993	2.4187
	Total Area	2.4187

1. The piece and parcel of the plot of land in site is bound on the:-

In North Road-.....

In South Road-.....

In East-.....

In West-.....

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

In North Road-.....

In South Road-.....

In East-.....

In West-.....

3. Other details of the location of the Project

Location Map

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**SCHEDULE-2
LAY-OUT PLAN OF THE PROJECT**

**SCHEDULE-3
DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES**

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SCHEDULE-4
(SPECIFICATION, WHICH ARE PART OF THE PLOT)

S. No.	Item	Specification
1.	Roads	a. Water Bound Macadam road with Paver carpeting 60 mm thick for internal roads and 60 mm thick for main arterial roads b. Foot path – coloured chequered pre-cast or plain paver l tiles c. Kerb stone fixed
2.	Horticulture	a. Road side tree plantation b. Development of park
3.	Sewerage	a. Sewerage disposal with DWC pipe of designed diameter b. Intermediate manholes with polycrrete medium/heavy quality covers
4.	Electricity	a. Underground cabling b. Substation, oil cooled outdoor transformer, underground electricity supply and telephone lines (underground), feeder pillar for distribution, L.V. feeder pillar. c. Street lighting poles of 8 mtrs. high with tube lights/ any other fittings as designed (Net Height 7'M) with PCC muffling.
5.	Storm Water Drain	a. Underground storm water drain using DWC pipe, road gully chambers at designed distance b. RCC culvert etc. at road crossing or wherever required
6.	Road Furniture	RCC road indicator painted with luminous paint Signage Colony Map in RCC pedestal

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SCHEDULE-5
PAYMENT PLAN

Development Link Payment Plan	CLP
On Application	15 %
Within 30 Days	15 %
Demarcation of Road	15 %
On Commencement of Sewar/Drainage Work	15 %
On Commencement of WBM Work on Roads	15 %
On Installation of Light Poles	15 %
On offer of Possession	10 % + EDC/IDC any other Taxes (As Applicable)

- PLC/EDC/IDC any other taxes extra (as applicable)

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SCHEDULE-6
TOTAL PRICE OF PLOT NO.

<u>S No.</u>	<u>Particulars</u>	<u>Amount</u>
1.	Total Cost of Plot (Area ____ Sqyds @Rs.____/- per Sqyds)	_____
2.	EDC (Area ____ Sqyds @Rs.____/- per Sqyds)	_____
3.	IFMS (Area ____ Sqyds @Rs.____/- per Sqyds)	_____
	TOTAL COST	_____

Note:- Allied charges, Stamp Duty/Patta Fees, Registration Charges and Maintenance charges will be payable extra.

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