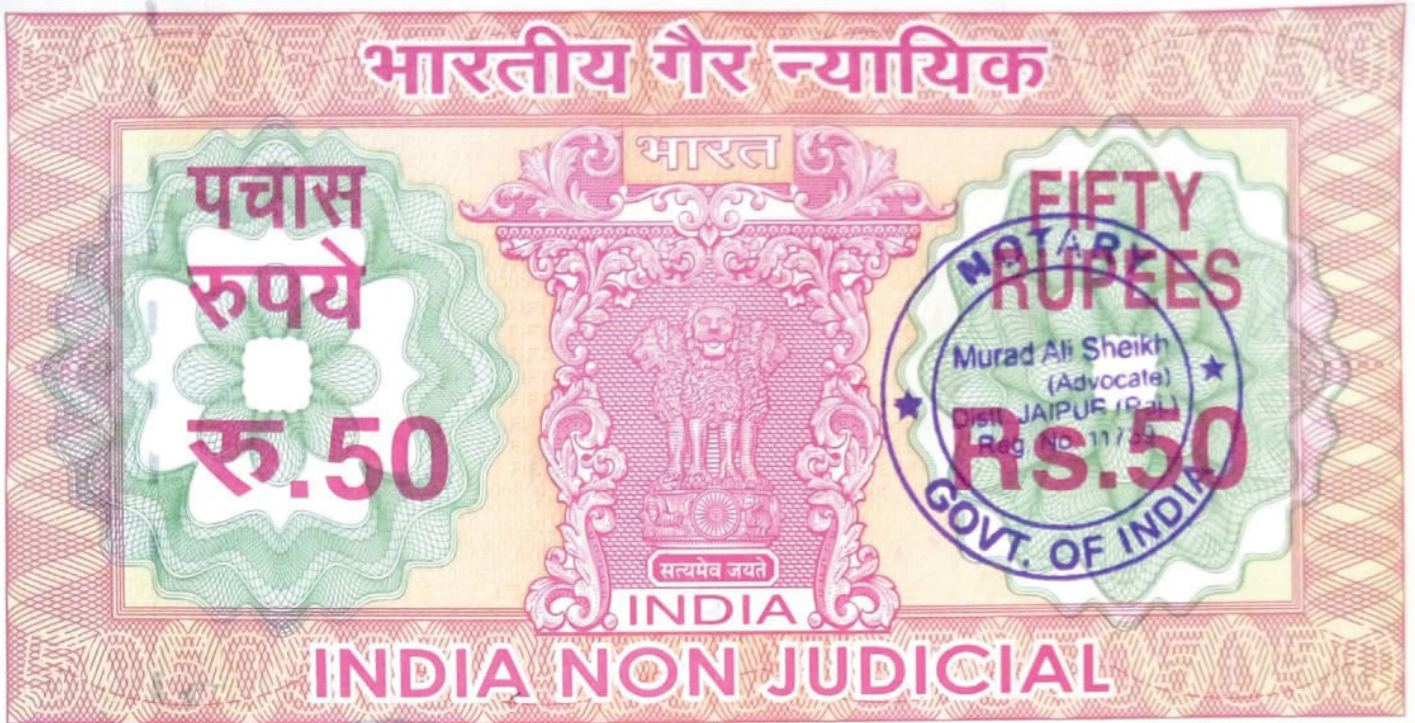




राजस्थान RAJASTHAN

T 086334

Declaration Regarding Agreement for sale

I, Anil Kumar Gupta Son/Daughter/Wife of Santu Lal Gupta aged 51 R/o 9/214 Unnati Apartment Chitrakool, Vaishali Nagar Jaipur-Rajasthan 302021 ~~promoter of the proposed Project/~~ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under

1. That the Agreement for Sale/Builder buyer agreement of our Project **ONE REALTY GROUP GALAXY** is in accordance to the Form-G Of Real Estate Regulation and Development Act-2016
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That if any contradiction arises in the future, **ONE REALTY GROUP** The Deponent Will be Responsible for it.

ATTESTED
NOTARY PUBLIC
Dist. JAIPUR (Raj.) INDIA
22 DEC 2017

For ONE REALTY GROUP
[Signature]
Authorized Signatory
FOR ONE REALTY GROUP
Authorised Signatory(S)

AGREEMENT TO SELL

THIS AGREEMENT TO SELL (hereinafter referred to as "Agreement") is executed at Jaipur on this ____ day of ____
Two Thousand and ____ at ____

By and between

M/s ONE REALITY GROUP, a Partnership firm having its registered office at 167, Crest, 3rd Floor, Rathore Nagar, Opp. Hotel Royale Lalit, Vaishali Nagar, Jaipur - 302021 (PAN NO-AAFFO3936N), Represented by its Authorized Partner Mr. Anil Gupta S/O Sh. Santul Gupta (AADHAR NO. 4335 4315 3182) duly authorized by authority Letter dated 01st November, 2017 Passed and Signed by all Partners constituting the firm (hereinafter referred to as PROMOTER OR DEVELOPER)", Which Expression shall, unless repugnant to the context or meaning thereof be Deemed to mean and Include their Legal successor (s), administrators, executor's successors & Permitted Assignees including those of the respective partners of the ONE PART.

AND

Mr./Mrs./Ms. _____ S/o/D/o/W/o _____

Mr. _____ aged about ____ years, R/o _____

Income Tax Permanent Account No. _____

Aadhaar No. _____

JOINTLY WITH

Mr./Mrs./Ms. _____ S/o/D/o/W/o _____

Mr. _____ aged about ____ years,

R/o _____

Income Tax Permanent Account No. _____

Aadhaar No. _____

(Hereinafter referred to as "THE BUYER/ALLOTTEE" which term and expression shall Unless it be repugnant to the context or subject thereof be deemed to include his / Her heirs, successors, executors, administrators, legal representatives and permitted assigns) of the Other Part.

"Parties" shall mean collectively the Seller and the Buyer and "Party" means each of the Seller and the Buyer individually.

Buyer (s)

For ONE REALITY GROUP
[Signature]
Authorized Signatory

Developer/
Authorized Signatory

INTERPRETATIONS/DEFINITIONS

1) IN THIS AGREEMENT, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto:-

- a) **"Act"** shall mean the Real Estate (regulation & Development) Act, 2016.
- b) **"Apartment/Flat/Unit"** shall mean apartments, flats, units and other spaces intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes all such flats, units or spaces intended to be used for the purpose specified in this Agreement.
- c) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including the Jaipur Development Authority Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive or any Central/ State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development/construction/sale of the Said Project.
- d) **"Architect"** shall mean a person(s) and/or firm (s) and/or Company(s) whom the Developer may appoint from time to time as the architect for the Said Project.
- e) **"Building"** shall mean the building/tower in the Said Project where the Buyer/Allottee(s) has been allotted his Flat.
- f) **"Building Plans"** shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land (as defined herein below), which have been duly approved by the local authority including any variations and modifications therein which may subsequently be made by the Developer and/or Architect (s) in accordance with Applicable Laws.
- g) **"Carpet Area"** means the net usable floor area of a Flat, excluding the area covered by the external walls, Areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area.
- h) **"COMMON AREA / COMMON SPACES / COMMON PARTS"** shall mean and includes such area occupied by the Residential Project which is for common use of all its occupants and includes the facilities as well as the common areas like area occupied by project roads/streets, pavements/footpaths, gardens, plantations, jogging track, pavilion, sand pit, play courts, water tanks/storage place, electrical transformer & panel, guard room, common toilets, generator room, external walls, Lifts, elevators, etc. and all spaces meant for common use of the occupants of flat in the Residential Project and the equipment's provided AND/OR reserved for the common use and the enjoyment in the Residential Project. However it is clarified that Common Parts/ Common Spaces/ Common Area's ownership belongs to The Land Owner and The Developer who shall be free to use the same in such manner as it deem fit and proper. It is further clarified that the Club House, Am phi Theatre, etc. do not form part of Common Areas.
- i) **"Delay Payment Charges"** means the charges payable by the Allottee(s) to the Developer for delay in payment of any due amount, instalment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- j) **"Earnest Amount"** shall mean 10% of the Total Price of the Flat.
- k) **"He or His"** shall also mean either she or her in case the Buyer is a female or it or it's in case the Buyer is a partnership firm or a limited Company.
- l) **"Interest Rate"** means the State Bank India highest marginal cost of lending Race plus two percent or such other rate as may be applicable from time to time as per the Act. (As defined herein-below).
- m) **"Limited Common Areas And Facilities of The Said Project"** shall mean those common areas and facilities which are designed in writing by the Developer before the allotment, sale of transfer of any flat as reserved for use of certain flat or flats to the exclusion of the other flats.
- n) **"Interest Rate"** means the State Bank India highest marginal cost of lending Race plus two percent or such other rate as may be applicable from time to time as per the Act and flutes (as defined herein-below).
- o) **"Owners Association"** shall mean as association formed/to be formed by the owners of the Units/flats in the said Project as per clause (e) of sub-section (4) of the section 11 of the Act.
- p) **"Para"** means para of this Agreement.
- q) **"Regulation"** means regulations made under the Act.

Buyer (s)

Developer/
Authorized Signatory

For ONE REALTY GROUP
[Signature]
Authorized Signatory

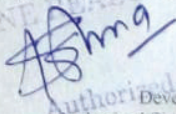
- r) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- s) "Schedule" means the schedule attached to this Agreement.
- t) "Section" means section of the Act.
- u) "Project Land" means Plot No. GH-5 situated at Niji Khatedari Scheme "Mangalam Grand City", Mahapura & Narsinghpura, Th. Sanganer, and Distt. Jaipur.
- v) "SUPER BUILT UP AREA" shall mean the area at which Flats were sold before coming into force of RERA and more particularly described in **Schedule B** annexed herewith.
- w) "Said Project" shall mean the project comprising of buildings, parking, facility, other amenities and facilities etc. constructed/to be constructed of the project Land and named as "Galaxy"
- x) "COMMON PURPOSES" shall mean and include the purposes of maintaining and managing the Residential Project and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the BUYERS inter-se relating to the Residential Project and the common use and enjoyment thereof.
- y) "CLUB HOUSE" means a club house having indoor games, Health Club, Equipped gym, Party hall/ Community center for the residents/occupants of the Flats.
- z) "FORCE MAJEURE" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of Reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
- (i) acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters; or
 - (ii) explosions or accidents, air crashes and shipwrecks; or
 - (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
 - (iv) war or enemy action or terrorist action; or
 - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
 - (vi) Non-availability of steel and / or cement or other building material or water supply or electric power or like; or
 - (vii) Natural calamity or by reason of any national or international happening or event, or
 - (viii) Any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- aa) "MAINTENANCE AGENCY" shall mean any firm, society, company, association, or other body or institution that may be formed / appointed for the maintenance of common area/ common spaces/ common parts.
- bb) "MASCULINE" shall include the feminine and vice versa.

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

WHEREAS THE DEVELOPER DECLARES THAT:

- A. The developer is in lawful possession of the land Plot No. GH-5 situated at Niji Khatedari Scheme "Mangalam Grand City", Mahapura & Narsinghpura, Th. Sanganer, and Distt. Jaipur with a total area 1870.41 sq. yards. (hereinafter referred to as "Land" and more fully described in the schedule-A)
- B. Accordingly, the Developer has legal title to the project land and is in lawful possession of the project land. The above land was allotted by Jaipur Development Authority, Jaipur to M/S Mangalam Build Developers Ltd. Vide lease deed no. 524 dated 25.04.2016 and above lease deed is registered on 27.04.2016 in the office of sub-registrar 5th, Jaipur City in book no. 1, volume no. 913 at page no. 13 bearing serial no. 201603019103219 and additional copy of the same was also pasted in add. Book no. 1, volume no. 3648 at page no. 515-524. Thereafter JDA issued an revised site plan by correcting sat backs of land on date 29.08.2017 and above revised deed/site plan is registered on 30.08.2017 in the office of sub-registrar 1st, Jaipur City in book no. 1, volume no. 1016 at page no. 12 bearing serial no. 201703015105973 and additional copy of the same was also pasted in add. Book no. 1, volume no. 4057 at page no. 622-631. Then M/S Mangalam Build Developers Ltd sold above land Plot No. GH-5 situated at Niji Khatedari Scheme "Mangalam Grand City", Mahapura & Narsinghpura, Th. Sanganer, and Distt. Jaipur to developer M/s ONE REALITY GROUP (ONE PART) vide sale deed dated And above sale deed is registered on in the office of sub-registrar Jaipur City in book no. 1, volume no. at page no. bearing serial no. And additional copy of the same was also pasted in add. Book no. 1, volume no. At page no. Thereafter ONE PART applied in JDA, Jaipur for transfer of above project land in its name and JDA, Jaipur issued a Transfer Letter No. dated
- C. The Developer, being seized and possessed of and sufficiently entitled to the project Land, framed a scheme for

Buyer (s)

For ONE REALITY GROUP

 Authorized Signatory
 Developer/
 Authorized Signatory

developing a residential project to be known as "Galaxy"

- D. The Developer has conceived, planned and is in the process of constructing and developing the said project upon the project land after getting necessary permissions/approvals from the competent authorities. The location details of the project land is more fully described in Schedule A below.
- E. Except as disclosed under this Agreement, the Project Land is free from all encumbrances.
- F. The said Project has been registered with the Real Estate Regulatory Authority ("Authority") on _____ and the said project's Registration Certificate No is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Developer and the said project are also available on the website (www. Rera-Rajasthan.in) of the Authority.
- G. The following approvals and sanctions have been obtained in respect of the said Project:-
- The Site Layout Plan of the Project Land has been approved by the Jaipur Development Authority. A copy of the site Layout Plan is enclosed herewith and marked as **Annexure-I**.
 - Approval of the said project and permission of building construction up to 26.10 meters heights (Basement + Stilt Floor + 9th Floors) under the relevant legal provisions has been accorded vide letter No. JDA/DC/JONE-11/2017/D-2820 dated 06.10.2017 by the Jaipur Development Authority. A copy of the aforesaid Letter No JDA/DC/JONE-11/2017/D-2820 issued by the Jaipur Development Authority, Jaipur.
- H. The Developer has conceived and planned various common areas, amenities and facilities in the said project as detailed in **Schedule-D**. The Developer agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with section 14 of the act and other Applicable Laws.
- I. The Developer has conceived a detailed plan of development works to be executed in the Said Project. Details of Plan of Development works to be undertaken in the said Project and the proposed facilities to be provided including firefighting facilities, water facilities etc. have been specifically provided in **Schedule-E**.
- J. The Stage wise time schedule for completion of the Said Project, including the provisions of civil infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works have been specifically provided in **Schedule-F**.
- K. The Developer has opened a separate account in Kotak Mahindra Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- L. The Allottee(s), being aware of the Said Project and details given above as well as in the brochure made available by the Developer and has applied for allotment and to purchase a flat in the said Project and deposited advance amount and agreed to make timely and complete payment of remaining payments of the remaining sale price as well as other dues and charges specified in the Agreement as per the terms and conditions of the Agreement as more fully described in Part II of **Schedule C**.
- M. On Application, as aforesaid, the Allottee(s) has been allotted a flat (hereinafter referred to as the Said Project) located in the said project together with pro rata share in the common Area and facilities of the Said Project and also together with the covered/ open parking space(s), if any, all collectively and more particularly described in **Schedule B** below.
- N. The Floor Plan of the said flat (as described in **Schedule B**) and the Building is given in **Annexure-III**.
- O. The Developer is fully competent to enter into this Agreement and all legal formalities with respect to right, title and interest of the Developer regarding the Project land on which inter alia the said Project is being developed have been completed.
- P. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights & obligations detailed herein. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Said Project.
- Q. 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 other applicable laws, are now willing to enter into this Agreement on the terms & conditions appearing hereinafter.
- R. In accordance with the terms & conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Flat as described in **Schedule B** of this Agreement.

Buyer (s)

Developer/
Authorized Signatory

For ONE REALTY GROUP
Arma
Authorized Signatory

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

1. TERMS:

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Said Flat as more fully specifically given in **Schedule B** hereunder.
- 1.2. The total price of the said Flat is more fully described in **Part I of Schedule C** hereunder (Total Price). In addition to the total price for the said Flat, the Allottee(s) shall also pay to the Developer, as and when demanded by the Developer, the extra charges, which are also described in **Part I of Schedule C** hereunder (collectively Extra Charges)
- 1.3. The price above includes the booking amount paid by the Allottee(s) to the Developer towards the Said Flat as mentioned in **Part I of Schedule C**. The extra charges and all other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to total Price as per this Agreement.
- 1.4. In addition to the Total Price, the Allottee(s) shall be liable and responsible to pay all other extra charges, including but not limited to Value Added Tax, GST and cess and any other similar taxes, which may be levied, in connection with the construction of the Said Project. The Allottee(s) shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, stamp duty, registration charges, and any other charges applicable at the time of Registration of this Agreement, Sale Deed, and Sub-Lease Deed etc. in respect of the Said Project, which shall be exclusively borne and paid by the Allottee.

Provided that in case there is any change/modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Developer shall be increased/reduced based on such charge/modification/introduction. Provided further, that if there is any increase in the taxes after the expiry of the Schedule date of completion of the said Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.5. The Developer shall periodically intimate to the Allottee(s), the amount payable as stated in the **Part I of the Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make the payment demanded by the Developer within the time and in the manner specified therein. In addition, the developer shall provide to the Allottee(s) the details of change/modification/introduction in taxes, which is paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6. The total price of the said Flat together with extra charges includes Price of Land, construction of not only the said Flat but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Said Flat lift, water line, and plumbing, finishing with POP, marbles/granite, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost of providing all other facilities, amenities and specification to be provided within the said Flat and Said Project.
- 1.7. It shall be the duty of the Allottee(s) to deduct and deposit TDS as per the applicable rates on the Total Price paid either in instalments or in full whatever the case may be and shall produce a receipt of such deduction to the Developer.
- 1.8. 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/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Developer undertakes and agrees that while raising a demand on, the Allottee(s) for increase in Development charges, cost/charges/taxes imposed by the competent authorities, the Developer 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 any Development charges after the expiry of the Scheduled date of completion of the said Project as per the Registration with the Authority, which shall include the extension or 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).
- 1.9. The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of preparing, executing and registering of this Agreement and related Agreements, conveyance or conveyances, sub lease deed, sale deed and any other document and documents required to be executed by the Developer for preparation and approval of such documents.
- 1.10. The Developer has already received an advance/booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottee(s) and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment Plan given in **Part II Schedule C** below.
Provided that if the Allottee(s) delays in payment towards any amount which is payable as per the Agreement, he shall be liable to pay delay Payment Charges. The Allottee is aware that the taxes including GST shall be payable in

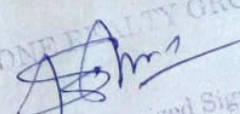
Buyer (s)

For **Developer/**
Authorized Signatory

addition to the Delay Payment Charges for delay in Payment of any due amount under this Agreement.

- 1.11. The Developer shall not make any additions and alterations in the Sanctioned plans, layout plans and specifications and the nature of Fixture, fittings and amenities in respect of the Said Flat or the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Developer may send a letter to the Allottee(s) for the purposes of taking such consent through Registered A.D., on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under section 14 of the Act.
Provided that, the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provision of section 14 of the Act.
- 1.12. The developer shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of Building is complete and completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total Price payable for Carpet Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Carpet Area then the Developer shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than 3% * (Three Percent) of the Carpet Area of the Said Flat, allotted to the Allottee(s), the Developer may demand that from the Allottee(s) along with the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the Basis of Carpet Area.
- 1.13. The Developer agrees and acknowledges that after registration of conveyance deed of the Said Flat, the Allottee(s) shall have the right to said flat as mentioned below:
- I. The Allottee(s) shall have exclusive ownership of the Said Flat.
 - II. The Allottee(s) shall also have undivided proportionate ownership and share in the common area of the Said Project. Since the share/interest of the Allottee(s) in the common areas of the Said Project is indivisible and cannot 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 Developer shall handover the Common Areas and Facilities of the Said project to the Owner's Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - III. That the computation of the price of the Said Flat includes recovery of price of land, construction of, not only the Said Flat but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Said Flat, lift, water line and plumbing, finishing with POP, marbles/granite, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes the cost for providing all other facilities, amenities and specification to be provided within the Said Flat and the Said project as detailed in Part II of Schedule C.
 - IV. To access the extent of development of the Said Project and the Said Flat, the Allottee(s) may visit the said Flat. However, the Developer discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee(s) decides to visit the Project site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Developer shall not in any way be held responsible for any accident or mishap etc. caused to the Allottee(s) and his/her accompanying persons while visiting the Site. Further, the Developer strictly prohibits the visit of children at the construction site.
- 1.14. It is made clear by the Developer and the Allottee(s) agrees that the Said Flat along with the parking space/s allotted to the Allottee(s) under this Agreement, shall be treated as a single indivisible unit for all purposes.
- 1.15. The Allottee(s) agrees and understands that except the Said Flat as described in Schedule-B below, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces shall remain the exclusive property of the Developer, which it shall be free to deal with, in accordance with applicable laws.
- 1.16. The Developer shall be exclusively entitled to install the signage, hoardings, neon signs, billboards, advertisements (of any size, constructed of any material, with or without illumination) of the brand name "**One Realty Group**" and project name "**Galaxy**" on the roof and/or parapet walls and/or the façade of the Building and the Boundary wall of the Said Project/Project Land and the Allottee(s) and/or the Owner's Association shall not raise any objection in this regard.
- 1.17. The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable under this Agreement, he shall be liable to pay delay Payment Charges and taxes at the prescribed rates. The obligation of the Allottee(s) to pay the amount and liability towards Delay Payment Charges as aforesaid may be reduced when mutually agreed to between the Developer and the Allottee(s).
- 1.18. The Developer has decided to set up a recreational club, which will be located inside the Project Land/Said Project (Said Club). In regard to the said Club it is clarified that the said club shall be developed/constructed by the Developer named as "**CLUB GALAXY**". The Developer shall have the absolute right to modify the area, amenities and facilities of the Said Club. The Allottee(s) understands and accepts that the completion and handing over possession of the Said Flat has no connection and correlation with the Said Club becoming operational and the Allottee(s) shall not raise any claim or objection in his regard.

Buyer (s)

For **ONE REALTY GROUP**

Authorized Signatory Developer/
Authorized Signatory

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

1.20 The Developer agrees to pay all outgoing/dues before transferring the physical possession of the Said Flat to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Developer fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Said Flat to the Allottee(s), the Developer agrees to be liable, even after transferring the Said Flat, to pay such outgoing/dues and penal charges, if any, to the authority or the 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.

1.21 That the Said Project shall always be known as "GALAXY" and the name of the said Project shall not be changed except with the consent of the Developer.

2. MODE OF PAYMENT :

2.1. Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee(s) shall make all Payments, on written demand by the Developer, within stipulated time as mentioned in the Payment Plan given in **Part II of Schedule C** through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of **ONE REALTY GROUP** payable at Jaipur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee(s), if resident outside India, shall be solely responsible for Complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any Statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approval which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of Security, if provided in the terms of Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of 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 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 Developer accepts no responsibility in regard to matter specified in Clause 3.1 above. The Allottee(s) shall keep the Developer 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 Developer immediately and comply with necessary formalities if any, under the applicable laws. The Developer 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 Flat in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

4.1. The Allottee(s) hereby authorized the developer to adjust/appropriate all payments made by him/her under any head of dues against lawful outstanding of the Allottee(s) against the Said Flat, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Developer to adjust the payment in any manner.

5. TIME ESSENCE:

5.1. The Developer shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Said Flat to the Allottee(s) and the common Areas and Common facilities of the Said Project to the Owner's Association.

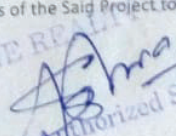
6. CONSTRUCTION OF THE SAID FLAT:

6.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Project 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 Developer. The developer shall develop the Said Project in accordance with the said layout plans, floor plans, specifications, amenities and facilities. Subject to the terms of this Agreement, the Developer undertakes to strictly abide by such plans approved by competent authorities and shall also strictly abide by 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 plans, other than in the manner provided under the Act and the procedure agreed under clause 1.11 herein-above, and breach of this term by the Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE SAID APARTMENT:

7.1 **Schedule for possession of the Said Flat** - The Developer agrees and undertakes timely delivery of possession of the said flat to the Allottee(s) and the common areas and Facilities of the Said Project to the Owners Association, is the

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essence of the Agreement. The Developer assures to handover possession of the Said Flat along with ready and complete common Areas and Facilities of the Said Project with all the specifications, amenities and Facilities of the said Project in place on or before **24 Months** (Time period) excluding a grace period of Six months, 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 Said 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 Developer shall be entitled to the extension of time for delivery of possession of the Said Flat and the Developer 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 Developer to implement the Said Project due to Force Majeure conditions, which shall be expressed by Developer, The Developer shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Developer shall refund the Allottee(s) the entire amount received by the Developer 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 Developer and the developer shall release and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking Possession- The Developer, upon obtaining the completion certificate from the competent authority shall vide offer letter (offer letter) in writing the possession on the Said Flat, 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 Developer, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Developer within 50 days from clearance of entire dues, outstanding changes if any, the Allottee(s) shall take the physical, possession of the Said Flat and simultaneously get conveyance of the said Flat done from the developer 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 completion certificate i.e. Deemed Date of Possession, the Allottee(s) shall be liable to pay the maintenance charges as determined by the Developer/Owners Association, as the case may be.

The Developer shall handover the copy of Completion Certificate of the said Flat to the Allottee(s) at the time of conveyance of the same. The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of Developer which the Developer is Liable to comply/carry out as per the Applicable Laws.

Provided that such failure is not on account of reasons beyond the controls of Developer and/or on account of any default/delay on the part of Allottee(s), The Allottee(s) shall be solely liable and responsible for the compliance of Indian Stamp Act, 1899, Registration Stamp Act 1998 And Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.

Possession of the Allottee(s) - After obtaining the completion certificate and handing over physical possession of the Said Flat to the Allottee(s), it shall be the responsibility of the Developer to handover the necessary documents and plan, including common areas to the Owners Association within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the said Project without any fault of the Developer, before the completion of the Said Project, the Developer shall be entitled to forfeit the Earnest Amount, all/any taxes, duties, cess & interest etc. Deposited by the Developer to the concerned department/authority in respect of the said Flat, as on the 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 to the Developer 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 Developer, after receipt of the completion certificate of the Said Project, the Developer shall be entitled to forfeit twice the Earnest Amount all/any taxes, duties, cess etc. Deposited by the Developer to the concerned department/authority in respect of the said Flat and all other penalties and Delay payment Charges as on the 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 to the Developer to the Allottee(s) without any interest, from the amounts realized from the such new Allottee/buyer.

Compensation - The Developer shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Project Land, on which the inter alia the Said 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.

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Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Said Flat:

- (i) in accordance with the terms of this Agreement, duly completed by the day specified in Clause 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 Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Flat, with interest calculated at Interest Rate including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due.

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

- 7.4 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 fees, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Flat 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/Super Built-Up Area of the Said Flat. If the Developer has to pay the aforesaid amounts on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Developer within 15 days from the date of notice in this regard from the Developer failing which the developer shall be entitled to charge delay payment charges for the period commencing on the date on which the Developer paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Developer.

8. REPRESENTATIONS AND WARRANTIES OF DEVELOPER:

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

- (i) The Developer has absolute, clear and marketable title with respect to the Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) Except those mentioned in this Agreement, there are no encumbrances upon the Project Land or the Said Project.
- (iv) There are no litigations pending before any court of law with respect to the Project Land, the said Project or the said Flat.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, the Project Land and Said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, the Said Flat, and the Common Areas and Facilities of the Said Project.
- (vi) The Developer 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) Developer has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Said Project and the Said Flat, which will, in any manner, adversely affect the rights of Allottee(s) under this Agreement.
- (viii) The Developer concerns that the Developer is not restricted in any manner whatsoever from selling the Said Flat to the Allottee(s). In the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Said Flat to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association.
- (x) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land.
- (xi) The Developer 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 Completion Certificate has been issued and possession of the Said Flat along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and the Owners Association.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Developer in respect of the Project Land and the Said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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- (i) The Developer fails to provide ready to move in possession of the said flat to the Allottee(s) without any default on the part of Allottee(s) within the time period specified in Clause 7.1 above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as expected as per the Act) at the time of Registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the said flat shall be in habitable condition which is complete in all respects including the provision of Specification(s), amenities and facilities, as agreed to between the parties and as specified in Schedule G and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stop making payments, the Developer 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 delay payment charges.
- or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Flat, along with interest calculated at Interest Rate 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 Developer, interest calculated at interest rate for the period of Delay till the handing over the possession of the said flat, which shall be paid by the Developer to the Allottee(s) within forty-five (45) days of becoming due.

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

- (i) Failure on the part of the Allottee(s) to make payment of any instalment 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 continuous for a period beyond 2 consecutive months after demand notice from the Developer 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;
- (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 Developer under this Agreement, in execution and registration of conveyance deed of the Said Flat and/or taking possession of Said Flat 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).

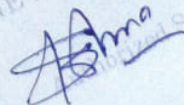
9.4 The Developer's rights/ remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (i) Upon occurrence of 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 Developer and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer.
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Developer may cancel the allotment 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 Developer 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 Developer 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 Said Flat; (d) taxes mentioned in above Clause(s); (e) withhold registration of the conveyance deed of the Said Flat in favour of the Allottee(s); and to refuse possession of Said Flat to the Allottee(s) till payment of amounts mentioned Clause 9.3 (iii) and Allottee(s) hereby authorizes the Developer for the same.
- (iv) The rights and remedies of the Developer under this Clause shall be in addition to other rights and remedies available to the Developer 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 Developer 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 Developer as mentioned herein above, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Said Flat to any other person or otherwise deal with the said Flat in any manner whatsoever and the Developer 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 the said flat to

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a new Allottee/buyer, from the amounts realized from the such new Allottee/buyer;

- (i) The earnest Amount;
- (ii) All taxes, duties, cess etc., deposited by the Developer to the concerned department/authority in respect of the Said Flat;
- (iii) The Delay Payment Charges paid/payable by the Allottee(s) to the Developer as per Clause 9.4(i) and/or 9.4 (iii), if applicable;

9.6 Without prejudice to the rights of the developer under this Agreement, the Developer shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any terms and conditions of this Agreement or the Provisions of the Act/Rules/Regulation;

10. MAINTENANCE OF THE SAID PROJECT:

10.1 That one of the factors for the Allottee(s) to buy the said flat in the Said Project is that the Developer is known for appropriate standards of maintenance and management services in relation to its project through its maintenance agency "ORG Services Pvt. Ltd." ("Maintenance Agency"). Maintenance agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment's, amenities and facilities.

10.2 The Developer shall handover the common Areas and common Facilities of the Said Project to the Owners Association in accordance with Applicable Laws.

10.3 After the handover the common Areas and common Facilities of the Said Project to the Owners Association as per the act, it shall be the responsibility of the Owners Association, to run and maintain the Common areas and Facilities of the Said Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the common Areas and facilities of the said project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time & regularly.

10.4 The Allottee(s) hereby agrees that his/her right to the use of the Common Areas and Facilities of the said Project shall be Subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.

10.5 Allottee(s) shall be bound by all the terms and conditions of the maintenance agreement and any other agreement entered by the Owners Association and any decisions taken by Owners Association as per its Bye-Laws.

10.6 The Owners Association of the Said Project shall be bound to form a common maintenance body with all similar associations of all blocks comprised in the Adjacent Project for supervision of maintenance of all common portions, amenities and facilities comprised therein. (Apex Body).

11. DEFECT LIABILITY:

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to such development is brought to the notice of Developer within a period of (five) 5 years by the Allottee(s) from the date of handing over possession or Deemed Date of Possession, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within thirty (30) days, and in the event of Developer'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 of any Damage to the Said Flat is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION:

12.1 The Allottee(s) shall, without prejudice to any other rights of the Developer, agrees to indemnify and fully indemnified, hold harmless and defend the Developer, from and against third party claims, demands, actions, suits, proceedings, judgments, Orders, damages, costs, losses and expenses or any other nature whatsoever brought against the Developer or which the Developer 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 and 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 part of the Developer and/or
- (v) Due to failure of the Allottee(s) to execute and deliver this Agreement to the Developer within the time prescribed in Clause 29 and/or
- (vi) Due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per clause 29 and/or

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(vii) Termination of this Agreement by the Developer due to any default/delay on the part of the Allottee(s).

12.2 The parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

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

13. SPECIFIC PERFORMANCE:

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

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

14.1 The Developer/Owners Association shall have right 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 Developer/Owners Association to enter into the Said Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

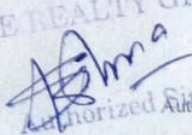
15. USAGE:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- (i) Subject to Clause 11 above, the Allottee(s) shall, after taking possession be solely responsible to maintain the Said Flat 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 Flat, 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 Said Flat, and keep the Said Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) 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 facade of the Building or anywhere on the exterior of the Said Project, building therein or common areas.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iv) Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Flat 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 Said Flat.
- (v) That all future and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Developer/Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Developer or Owners Association, as the case may be, to enter the Said Flat, if necessary and remove all non-conforming fittings fixtures at the cost and expenses of the Allottee(s).
- (vi) 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.
- (vii) 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.
- (viii) It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Said Flat and/or the Said Project secured in all ways. For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/Said Project.
- (ix) The Allottee(s) shall not use the Said Flat for any purpose other than residential 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.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Said Flat in the compound or any portion of the Project Land and the Building in which the Said Flat is situated.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Flat and the Building/Said Project in which the Said Flat is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project and/or the Said Flat.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other

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structures in the Said Flat. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Said Flat.

- (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer 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.
- (xiv) Interior Works in the Unit - That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Said Flat he shall seek prior permission of the Developer/Owners Association and the Developer/Owners Association may permit the same subject to appropriate conditions.
- (xv) 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.

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

- 17.1 The Parties are entering into this Agreement for the allotment of Said Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project.
- 17.2 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/Apex Body. The Allottee(s) and Allottees of other units and/or Owners Association without any reference to the Developer 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 Developer.

18. ADDITIONAL CONSTRUCTIONS:

- 18.1 The Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Said Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 19.1 Without adversely affecting the rights and interest of the Allottee(s) in respect of the Said Flat under this Agreement, in case the Developer 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 Said Flat under this Agreement shall not be adversely affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Said Flat and the Said Flat shall be free from all encumbrances at the time of registration of conveyance deed of the Said Flat. For the purpose of the same, the Developer shall provide NOCs, etc. as may be required by the Allottee(s).

20. BINDING EFFECT:

- 20.1 Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur (address of Sub-Registrar) as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer 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), Developer shall have the option to cancel the allotment of the Allottee(s) and if so chosen by the Developer, earnest 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.

Provided However that the Allottee(s) shall be liable to pay all the costs incurred by the Developer in respect of application and allotment of Said Flat to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc

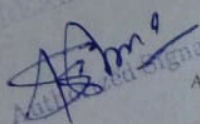
21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

Buyer (s)

For ONE REALTY GROUP

Authorized Signatory

Developer/
Authorized Signatory

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

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

24. **BROKERAGE:**

- 24.1 In case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Flat for the Allottee(s) the Developer shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the Said Flat.

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

- a. The Developer may, at its sole option and discretion, without prejudice to its rights as laid out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in **Part II of Schedule C** of this Agreement including waiving the payment of delay payment charges for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.
- b. Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

26. **SEVERABILITY:**

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

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

- 27.1 Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottees in the Said Project, the same shall be the proportion which the Carpet Area/Super Built Up Area of the Said Flat bears to the total carpet area/Super Built Up Area of all the Flats in the Said Project.

28. **FURTHER ASSURANCES:**

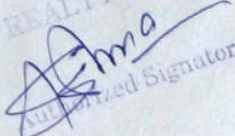
- 28.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or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

29. **PLACE OF EXECUTION:**

- 29.1 The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which, may be mutually agreed between the Developer and the Allottee(s), in JAIPUR after the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the sub-Registrar Jaipur - Hence this Agreement shall be deemed to have been executed at Jaipur.

30. **NOTICES:**

Buyer (s)

For ONE REALTY GROUP

Authorized Signatory

Developer/
Authorized Signatory

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

Developer/ Builder/ Selier	Allottee(s)
M/s. One Realty Group 167, Crest, 3rd Floor, Rathore Nagar, Opp. Hotel Royale Lalit, Vaishali Nagar, Jaipur-302021 (Raj)	

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

31. **JOINT ALLOTTEE:**

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

32. **SAVINGS:**

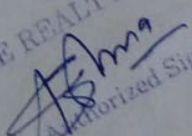
32.1 Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Said Flat prior to execution and registration of this Agreement for the Said Flat shall not be construed to limit the right and interests of the Allottee(s) or the Developer under this Agreement,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

33. **GOVERNING LAW:**

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

34. **DISPUTES:**

- All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- In case of non-compliance of any obligation cast upon the Developer or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

For ONE REALTY GROUP

Authorized Signatory

Buyer (s)

Developer/
Authorized Signatory

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

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

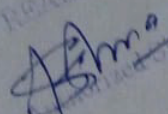
Passport size photograph	Passport size photograph	Passport size photograph
(First - Allottee)	(Second - Allottee)	(Third - Allottee)
Signature	Signature	Signature
(Name)	(Name)	(Name)
(First - Allottee)	(Second - Allottee)	(Third - Allottee)

Signed and delivered by the within named Developer in the presence of witnesses at Jaipur on _____

DEVELOPER
For and on behalf of M/s. One Realty Group
Name: Anil Gupta
Signature:
Designation: Partner/Authorized Signatory

WITNESSES
1. Signature
Name
Address
2. Signature
Name
Address

Buyer (s)

For ONE REALTY GROUP

 Authorized Signatory

Developer/
Authorized Signatory

SCHEDULE-A
(Description of the Project Land)

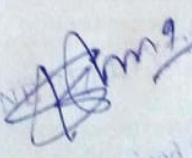
Plot No. GH-5 situated at Niji Khatedari Scheme "Mangalam Grand City", Mahapura & Narsinghpura, Th. Sanganer, and Distt. Jaipur admeasuring approximately 1870.41 sq. Yards.

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

In North:	Plot No. GH-4
In South:	Plot No. GH-6
In East:	Others Land
In West:	Road 60 Ft. Wide

Location Map –



For ONE  GROUP
Authorized Signatory

Buyer (s)

Developer/
Authorized Signatory

SCHEDULE-B
(Description of the Flat)

- a. Flat No.: _____
b. Floor: _____
c. Type: _____
d. Carpet area: _____
e. Exclusive Balconies:
• Balcony one: _____
f. Super Built Up area: _____
g. Parking allotted: Covered/Stilt/Not Applicable

Note-

- (i) The Buyer shall be entitled to the exclusive use of **1(One)** No. of Reserved Covered Car Parking Space(s). However, exact parking no. will be allotted at the time of possession of the "Said Flat".
(ii) 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 flats/units sold on Super Built up Area and the flats/units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Built up Area of the Said Flat is being provided. The Super Built up Area has no commercial bearing. Consideration of the Said Flat is dependent on Carpet Area and exclusive balcony or verandah and is not dependent on Super Built up Area of the Said Flat.

SCHEDULE-C
PART-I
(Total Price of the Unit)

The Total Price of the Said Flat are as follows:

- A. the Basic Price of the Said Flat is Rs. _____
B. the Extra Charges are as follows:
(i) Corpus Fund is Rs. _____
(ii) Taxes, as applicable.

SCHEDULE-C
PART-II
(Payment Schedule)

Installment No.	Description	Subvention Plan
First	Booking Amount/ Registration Amount	5% of Agreement Value
Second	On Execution of Agreement	10% of Agreement Value
Third	On Beginning of Excavation	15% of Agreement Value
Fourth	On Basement Roof Casting	10% of Agreement Value
Fifth	On Stilt Floor Roof Casting	10% of Agreement Value
Sixth	On 2nd Floor Roof Casting	10% of Agreement Value
Seventh	On 4th Floor Roof Casting	10% of Agreement Value
Eighth	On 6th Floor Roof Casting	7.5% of Agreement Value
Ninth	On 8th Floor Roof Casting	7.5% of Agreement Value
Tenth	On Completion of Plaster of Said Flat	5% of Agreement Value
Eleventh	On Completion of Flooring of Said Flat	5% of Agreement Value
Twelfth	On offer of Possession	5% of Agreement Value + OC

Note-

- (i) Amount reflected above is exclusive of GST/VAT, interest, and stamp duty and registration charges.
(ii) The Developer offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

Buyer (s)

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Developer/
Authorized Signatory

SCHEDULE- D

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

- Well decorated lobby at the ground level of the Building.
- Lift machine room (s) and lift well (s) of the Building.
- Well decorated lobbies on all floors and staircase/s of the Building.
- Water reservoirs/tanks of the Building.
- Water supply pipeline in the Building (save those inside any Flat).
- Drainage and sewage pipeline in the Building (save those inside any Flat).
- Wiring, fittings and accessories for lighting of lobbies, staircase/s and other common portions of the Building (save those inside any Flat).
- Broadband connection in the Building, if any
- Rainwater Harvesting
- Electricity meters for common installations & utilities and space for their installation.
- Elevators and allied machineries in the Said Building.
- Common Roof.
- Firefighting system in the Building.
- Network of intercom, if any, in the Building
- Network of Cable TV/DTH, if any, in the Building.
- Broadband connection, if any, in the Building.
- Water pump/s and motor/s.
- Installations for receiving and distributing electricity from supply agency.
- Power backup Generator/s for common electrical installation.
- External Walls of the Building.
- Landscaped green area.
- Any other facility and amenity provided in common for the residents of the Said Project.

SCHEDULE-E

(Detailed Plan of Development Works to be undertaken)

The Developer has conceived a detail plan of following development works to be developed in the Said Project:

- Fire Fighting Facilities** - Firefighting equipment/facilities will be provided in the said project as per NBC guidelines.
- Water Supply** - 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.
- Emergency Evacuation Services** - It will be provided in the said project as per NBC guidelines of appropriate width.
- Electrical Supply** - Electricity/power shall be supplied by JVVNL.
- Sewage Treatment Plant** - The Promoter proposes/has installed an STP for treatment of sewage.

SCHEDULE-F

(Stage Wise Time Schedule of Completion of Said Project)

S. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	31st December 2018	Foundation and Structure of the Building
2.	Completion of development works (internal/external development works).	30th April 2019	Brick Work, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Window, Electrical Wiring & fittings, Internal POP.
3.	Provision of civic infrastructure	30th August 2019	External Painting, Fire Fighting, lift
4.	Finishing	31st October 2019	Final Finishing and Hand Over

Buyer (s)

Developer/
Authorized Signatory