



N 769584



DECLARATION REGARDING AGREEMENT FOR SALE

I, **Devvrat Singh Rajawat** Son Of **Shri Ram Singh Rajawat**,
Aged 30, Resident of-317-A- Mahaveer Nagar, Tonk Road Jaipur,
Rajasthan- 302018 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 to sale/Builder buyer agreement of our Project
“**Avadh Homes**” 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 future, **M/S RSR Elite Developers
Pvt. Ltd.**, the Deponent will be responsible for it.

For M/S RSR Elite Developers Pvt. Ltd.

29 JAN 2018
Notary Public
Jaipur (India)

For RSR Elite Developers Pvt. Ltd.
Authorised Signatory



RSR ELITE DEVELOPERS PVT. LTD.

Head Office : 317-A, Mahaveer Nagar 1st, Durga Pura, Tonk Road, Jaipur 302018

Mob.: +91-761-5099-999

FLAT ALLOTMENT LETTER

To,

Form No. - ____

Dear _____,

Sub: Allotment of Flat No. ____ in Block in "Avadh Homes", Jaipur.

We are pleased to inform you that under Type- ____ Flat No ____ on ____ in Block of "Avadh Homes" under the Affordable Group Housing Project "Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)", Jaipur has been allotted in your name/s for sale consideration of Rs. _____.

WHEREAS this Allotment Letter is in reference to your application dated _____ for the allotment of a residential flat/unit in the Avadh Homes' under the Affordable Group Housing Project "Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)", Jaipur.

The detailed payment schedule for the above -mentioned Flat is as follows:

LIST	AMOUNT PAYABLE	
	EWS (1 BHK) 460 sq ft (Rate - 2500)	LIG (2 BHK) 770 sq ft (Rate-2500)
1. Booking amount with application form	40,000 /-	60,000 /-
2. After allotment amount to be deposited within 30 days of information	65,000 /-	1,20,600 /-
3. Details of the due payment :-		
• On Excavation	20% + GST	20% + GST
• On casting of second floor slab	20% + GST	20% + GST
• On casting of Third floor slab	10% + GST	10% + GST
• On casting of fourth floor slab	10% + GST	10% + GST
• On casting of fifth floor slab	5% + GST	5% + GST
• On casting of Six floor slab	5% + GST	5% + GST
• On casting of Seventh floor slab	5% + GST	5% + GST
• On casting of Eighth floor slab	5% + GST	5% + GST
• On casting of Ninth floor slab	5% + GST	5% + GST
• On completion of building	5% + GST	5% + GST

Note:

- The allotment of flat is being made on the basis of facts given in the application form by the allottee. The facts have not been verified/ scrutinized by the Company. If later on, the facts mentioned in the application form are found to be incorrect or found hidden, allotment will be cancelled and allottee's name will be deleted from the allotment list.
- Further the allotment to the allottee is purely made as per the requirements, provisions and general conditions of the "Avadh Homes' under the Affordable Group Housing Project" Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)", Jaipur and the allotment of flat will be governed by the "Avadh Homes' under the Affordable Group Housing Project" Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)", Jaipur for all times.

Thanking you and assuring you of our best attention and services at all times.

Yours faithfully,

Place: Jaipur

Date:

For RSR Elite Developers Pvt. Ltd.
For RSR Elite Developers Pvt. Ltd.

Authorised Signatory

Sales Office: 19, Jai Ambey Nagar, Tonk Road, Jaipur

FORM- G

[See rule 9]

Agreement for Sale

Affix
photograph

Color

of Allottee/
Allottee First
with
Signature across the
photograph

Affix Color photograph
of the

Authorized signatory
of Promoter with
signature across the
photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this _____ day of _____ Two thousand and _____ at _____

BY AND BETWEEN

[if the Developer is a company]

M/s. RSR Elite Developers Pvt. Ltd. Company Registered under Companies Act 2013 having Certificate of Incorporation No. U70101RJ2015PTC048348 and having its Registered Corporate office at 317-A, Mahaveer Nagar, Tonk Road, Jaipur 302018 and its PAN is _____, represented through its Authorized Signatory **Mr. Devvrat Singh Rajawat** son of Shri Ram Singh Rajawat (Aadhar No. _____) authorized vide Board Resolution dated 28/03/2017 hereinafter referred to as the "**Developer**" or the "**Seller**", (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

[if the allottee is an individual]

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

OR

For RSR ELITE DEVELOPERS PVT. LTD.

Through Authorized Signatory

[if the allottee is a partnership firm]

M/s _____ a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at _____ (PAN- _____) through the partner Mr./Ms _____ (Aadhar No. _____) duly authorized vide authority letter dated _____ passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

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

(hereinafter jointly or individually, as the case may be, referred to as the "**Buyer(s)/Allottee(s)**", which expression shall unless repugnant to the context thereof, be deemed to mean and include his/her/their/its successors, legal heirs, executors, administrators, legal representatives and permitted assigns) of the OTHER PART.

(The above-mentioned parties to this Agreement shall also be collectively 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**" shall mean the Real Estate (Regulation and Development) Act, 2016;
- (b) "**Administrative Charges**" shall mean such charges payable by the Buyer(s)/Allottee(s) at the time of execution and registration of the Agreement to Sale and Conveyance Deed, in respect of the said Flat in favour of the Buyer(s)/Allottee(s), including Stamp duty, Registration fees and other miscellaneous charges/expenses incurred by the Buyer(s)/Allottee(s) at the office of Sub-Registrar.
- (c) "**Agreement**" shall mean this Flat Buyer's Agreement including all annexures, schedules and plans, as annexed to this Agreement including any amendments or modifications executed in writing between the Parties.
- (d) "**Application Form**" shall mean Registration Form/Application dated _____ bearing its No. _____, for booking of a unit in the affordable group housing project under **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)** at Khasra no. 46/182, 51, 52, 57 at Village

For RSR ELITE DEVELOPERS PVT. LTD.

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Saligrampura, Tehsil- Sanganer, Jaipur duly signed by the Buyer /Allottee(s) and submitted with the Developer,

- (e) **"Building"** shall mean the residential tower/block- "____" comprising of _____, to be developed upon the Land and more particularly detailed in **Schedule-II** attached herewith.
- (f) **"Built-Up Area"** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (g) **"Carpet Area"** shall mean the area enclosed within the walls, actual area to lay the carpet. This area does not include the thickness of the inner walls.
- (h) **"Common Areas and Common Facilities"** shall mean and include Land (as defined herein), area occupied by the Building which is for common use of all occupants of the Building and includes the facilities as well as the common areas like area occupied by lobbies, staircase, entrance, water tanks, etc. and all spaces meant for common use of the occupants of Building and the equipments provided AND/OR reserved for the common use and the enjoyment in the Building and more particularly described in **Schedule-III** attached herewith, except as specifically excluded as per the terms of the Agreement.
- (i) **"Project"** shall mean the Affordable Group Housing Project under **"Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)"**, being developed by the Developer, on the said Project Land, as per approval granted by the JDA & Building Plan sanctioned by JDA.
- (j) **"Earnest Money"** shall mean 10% of the Registration Fees paid along with Application Form.
- (k) **"Flat"** shall mean the LiG or EWS unit, allotted to the Buyer(s)/Allottee(s) as mentioned in this Agreement.
- (l) **"Interest"** means the interest payable at the rate specified in rule 17 of the rules;
- (m) **"JDA"** means Jaipur Development Authority.
- (n) **"Land"** shall mean the Flat of land bearing and measuring 5861.42 Square Meter located in Khasra No. : - 46/182, 51, 52, 57 at Village Saligrampura, Tehsil- Sanganer, Jaipur.
- (o) **Meter Installation Charges:** shall mean the charges for the installation of Electricity Meter for availing Electric connection facility in the Flat, from Jaipur Vidyut Vitran Nigam Limited, Jaipur, (JVNL) and other related charges to be paid to JVNL, Jaipur.
- (p) **"Maintenance Corpus Fund"** shall mean interest free maintenance deposit payable by all buyers/allottees at the time of offer of possession of flat/unit towards creating corpus for Society/RWA, which shall be utilized for maintenance of Common Areas and Common Facilities and Other Amenities.

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- (q) **"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 in the Building/apartment under **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**, which shall be formed for the management/maintenance of Common Area and Common Facilities and Other Amenities in the apartment and keeping the account of common expenses of the apartment.
- (r) **"Notice of Possession"** shall mean a written notice given by the Developer to the Buyer(s)/Allottee(s) to take over the physical possession of the said Flat within 60 (Sixty) days from the date of receiving occupancy Certificate.
- (s) **"Other Amenities"** shall mean and include all area/ spaces/ services/ facilities/ amenities/ equipments/ machineries provided AND/OR reserved for the common use and the enjoyment of the occupants of apartment like roads/streets, pavements/footpaths, gardens, plantations, water tanks/ storage place, power supply system inclusive of electrical transformer, Diesel Generating Set, GSS & panels and street lights, guard room, generator room, boundary walls with fencing, sewer lines, S.T.P. Rain water harvesting system, drainage & sewerage lines, water pipes & other plumbing installation etc. However, it is clarified that other open and un-allotted area in the apartment and external wall do not form part of Other Amenities.
- (t) **"Para"** means a Para of this Agreement.
- (u) **"Project Land"** shall mean land admeasuring 5861.42 Sq. Mtr. Bearing Khasra No. :- 46/182, 51, 52, 57 at Village Saligrampura, Tehsil- Sanganer, Jaipur.
- (v) **"Rules"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- (w) **"Schedule"** means the Schedule attached to this Agreement.
- (x) **"Section"** means the section of the Act.
- (y) **"Super Built Up Area"** includes area of rooms, kitchen, 50% of area of balcony/verandahs, toilet, walls & proportionate common area of each Building/Tower permissible under the provision of **"Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)"** and as per Building layout plan approved by JDA.
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 DEVELOPER DECLARES THAT:-

- A. The Developer being the absolute owner of the Project Land and is being in lawful possession of the same prepared the plan for development of an affordable housing project upon the Project **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**.

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- B. The land is located at Khasra No. 46/182, 51, 52, 57 at Village Saligrampura, Tehsil- Sanganer, Jaipur measuring 5861.42 Sq. Mtr. having registered lease in favour of **RSR Elite Developers Pvt. Ltd. Company** registered vide dated:- 24/05/2013. The Lease is issued by Jaipur Development Authority (JDA).
- C. The said land is earmarked for the purpose of Residential Purpose Project, comprising of **Stilt Plus Twelve Floors** multistoried Unit buildings and the said project shall be known as Affordable Group Housing Project, "**AVADH HOMES**" under **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**".
- D. The Developer/seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed.
- E. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number _____ Vide dated_____.
- F. The Land is free from all encumbrances.
- G. The Developer has conceived, planned and is in the process of constructing and developing a Real Estate Project known as '**Affordable Group Housing Project, "AVADH HOMES" under Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**', (hereinafter referred to as the '**Project**') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Units/ Flat and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land located at Khasra No. 46/182, 51, 52, 57 at Village Saligrampura, Tehsil- Sanganer, Jaipur measuring 5861.42 Sq. Mtr. The location details are fully described in the **Schedule-I**.
- H. The Project has been registered with the Real Estate Regulatory Authority on _____ (Date) and the Project Registration Certificate No. is _____. This registration is valid for a period of _____ years commencing from _____ and ending with _____ unless extended by the Authority. The details of the Developer and Project are also available in the website (<http://www.rera-rajasthan.in/>) of the Authority.
- I. The construction permission and lay-out map of **Affordable Group Housing Project, "AVADH HOMES" under Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)** situated at Khasra No. 46/182, 51, 52, 57 at Village Saligrampura, Tehsil- Sanganer, Jaipur has been approved by the JDA vide its letter dated 24/05/2013. (Hereinafter referred to as '**Land**' and more fully described in the **Schedule-I**) and copy of which is enclosed as **Schedule-2**.
- J. Approval of specifications of the Project and permission of building construction upto _____ meters height (_____ floor) under the relevant legal provisions has been accorded vide No _____ date _____ by the _____ (competent authority). The Developer 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;

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- K. The details of Floor plan of the Flat/Unit No. _____ for block "____" of the Project is given in **Schedule-IV**.
- L. The Developer provided to the allottee all 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, two wheeler vehicle parking etc., along with all other basic necessities.
- M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works are as per the **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**.
- N. The detail of specifications of material used in construction is also specifically provided to the Buyer/Allottee and he has consented for the use of same.
- O. Temporary fire NOC for the Project has been accorded by the _____ dated _____.
- P. The Airport Authority of India has also granted NOC for height clearance for the Project No. _____ Vide dated _____.
- Q. Environmental Clearance from the department concerned has been obtained for the Project from the authority vide its approval no. No. _____ dated _____.
- R. Public Health & Engineering Department has also given NOC for developing the Project.
- S. The Developer has opened a separate account in ICICI Bank, Branch- Gopalpura Circle, bearing its no.- 777705715716 and IFSC Code- ICIC0006752 for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.
- T. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Developer and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated _____. The allottee(s) has also deposited a sum of Rs _____ (in words Rupees _____) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/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.
- U. The Alottee has applied for an apartment in the Project vides application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly

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described in Schedule- 4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note: Garage includes covered car parking/basement car parking/stilt car parking.

- V. 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. In accordance with the terms and 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 hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para 'V' which is as per the provision of parking area under **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**.
- W. The Buyer(s)/Allottee(s) acknowledges that the Seller has readily provided all information and clarifications as required by the Buyer(s)/Allottee(s) and the Seller has not made any representations or promises except as specifically mentioned in this Agreement and if any false contentions raised by Buyer (s)/Allottee (s) in future the same will be void and will not effect the terms & conditions of this agreement. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws rules, regulations, notifications etc. applicable to the Project.
- X. The Parties are aware that words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms, partnership, institutions, companies and bodies corporate and unincorporated.

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 Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit / Flat as specified in para 'W'.
- 1.2 The Developer/Seller hereby agrees to sell, transfer and convey to the Buyer(s)/Allottee(s) and the Buyer(s)/Allottee(s) hereby agrees to purchase the Flat:-

Block/ Building/ Tower No. ____ Apartment no. " ____" Type- ____ Floor- ____	Rate of Apartment per square feet* Rs. ____/- per square feet
Total Price (in Rupees)	Rs. ____ + GST

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EXPLANATION:

- (i) The Total Price above includes the booking amounts of Rs. _____ (Rupees _____) paid by the allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'W'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:
 Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:
 Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (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 therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

1.3 That out of the total Basic Sale Consideration, the Buyer(s)/Allottee(s) has paid, 1st Cheque bearing its no.- _____ amounting to Rs. _____ vide dated _____ and 2nd Cheque bearing its no.- _____ Amounting to Rs. _____ Vide dated _____ [in total Rs. _____/-, Rupees _____ Only], the receipt of which the Developer hereby acknowledges. 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 Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rules regulations to that effect along with the demand letter being issued to the Allottee(s) and further the allottee undertakes to make payment if there any due to the increase

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or decrease of Size of Flat based on the Carpet Area of Flat 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 as per the payment plan attached herewith as **Schedule-V**.

- 1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum 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) out of the total price of Rs. _____ and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. _____ of the total price strictly in accordance with the payment plan given below :-

LIST	AMOUNT PAYABLE	
	EWS (1 BHK) 460 sq ft (Rate - 2500)	LIG (2 BHK) 770 sq ft (Rate-2500)
1. Booking amount with application form.	40,000 /-	60,000 /-
2. After allotment amount to be deposited within 30 days of information	65,000 /-	120,600 /-
3. Details of the due payment :-		
• On Excavation	20% + GST	20% + GST
• On casting of Second floor slab	20% + GST	20% + GST
• On casting of Third floor slab	10% + GST	10% + GST
• On casting of fourth floor slab	10% + GST	10% + GST
• On casting of fifth floor slab	5% + GST	5% + GST
• On casting of Six floor slab	5% + GST	5% + GST
• On casting of Seventh floor slab	5% + GST	5% + GST
• On casting of Eighth floor slab	5% + GST	5% + GST
• On casting of Nineth floor slab	5% + GST	5% + GST
• On completion of building	5% + GST	5% + GST

- 1.5 The Developer 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 Developer.

- 1.6 It is agreed that the Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule II, III & IV** (which shall be in conformity

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with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit/ Flat without the previous written consent of the Allottee(s):

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes with or alterations as per the law applicable to the same.

- 1.7 The Developer confirm to the final carpet areas that has been allotted to the Allottee after in construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area than the Developer will refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit, allotted to the Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No. 1.2 above.

- 1.8 Subject to Term No. 9.3 the Developer agreed and acknowledges, the Allottee shall have the right to the Unit/ Flat as mentioned below:

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

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 Developer shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;

iii.That the computation of the price of the Unit/ Flat includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No. 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit/ Flat and the Project;

iv.The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit/ Flat.

- 1.9 It is made clear by the Developer and the Allottee agrees that the Apartment/ Plot along with _____ garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

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1.10 The Developer agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer 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 Apartment to the Allottee(s), the Developer 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.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Unit/ Flat at the time of application and while issuing allotment letter (which is not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) and the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit/ Flat as prescribed in the payment plan at Term No. 1.4 above as may be demanded by the Developer 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 Developer and the Allottee(s).

1.12 The allottee/buyer should not own any leasehold or freehold house or Flat either in his own name or in the name of spouse or any dependent member (including unmarried children) of his family in any urban area of Rajasthan. An affidavit certified by the Notary Public is submitted to this effect and if found in contravention of eligibility criteria of the **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**, then the said allotment to allottee/buyer stands cancelled.

1.13 The flat allotted to allottee/buyer must be occupied within one year of taking over the possession of the same failing which the allotment may be cancelled and be allotted to another applicant from the waiting list.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of **M/s. RSR Elite Developers Pvt. Ltd.** payable at **Jaipur**. Further for delayed payment of installments against the demanded amount due, the Buyer(s)/Allottee(s) shall be liable to pay interest on such **delayed payments @ 15% p.a.** or if there is any rule to that effect. The receipt would be valid only after realization of the said cheque/bank draft and effect of credit in the account of the Developer. However, the date of credit shall be deemed to be the date of payment of an installment, by the Buyer(s) or Allottee(s).

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit/Flat to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, except if any circumstances mentioned in Term No.- 9 exist.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit/ Flat 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 Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any

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variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE UNIT / FLAT:

7.1 SCHEDULE FOR POSSESSION OF THE SAID UNIT OF FLAT- The Developer agrees and understands that timely delivery of possession of the Unit/ Flat 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 Developer assures to handover possession of the Unit/ Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 15.06.2021, 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 Developer shall be entitled to the extension of time for delivery of possession of the Unit/ Flat, 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 Developer to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee with interest within forty-five days from that date. The Developer 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 Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION- The Developer, upon obtaining the occupancy certificate from the competent authority will offer in writing the possession of the Unit/ Flat, to the Allottee(s) in terms of this Agreement to be taken **within 2 (two) months** from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Developer within three months from the date of issue of occupancy certificate. The Developer 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 Developer. The Allottee(s), after taking possession, agree(s) to pay the maintenance **charges at the rate of Rs. _____/- per sq. ft. as per the project guidelines to the Developer/ Maintenance Society**, as the case may be, after the issuance of completion certificate for the Project. The Developer shall handover the occupancy certificate of the Unit/ Flat, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF UNIT/ FLAT- Upon receiving a written intimation from the Developer as per Term No. 7.2 above, the Allottee(s) shall take possession of the Unit/ Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Unit/ Flat 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 and all other charges incurred by the Developer.

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7.4 POSSESSION OF THE ALLOTTEE- After obtaining the occupancy certificate and handing over physical possession of the Unit/ Flat to the Allottee, it shall be the responsibility of the Developer 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 Developer 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- 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 Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Developer to the Allottee(s) within forty-five days of such cancellation.

7.6 COMPENSATION- The Developer 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 Developer fails to complete or is unable to give possession of the said Unit/ Flat (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 Developer 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 Unit/ Flat, 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 Developer shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Unit/ Flat, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE 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 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 Developer 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 Unit;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and

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shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

- 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) The Developer 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 Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit 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 Unit to the Allottee(s) and the common areas to the Society;
- x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- xi) The 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 the completion certificate has been issued and possession of the Flat/Unit (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the 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 Developer 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 Developer shall be considered under a condition of default, in the following events, namely:-

- i) The Developer fails to provide ready to move in possession of the Unit /Flat to the Allottee(s) within the time period specified in Term No. 9.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii) Discontinuance of the 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 there under.

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

- i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall

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correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five 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 for the period of delay till the handing over of the possession of the Unit/ Flat, which shall be paid by the Developer 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 Two (2) consecutive demands made by the Developer 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 Developer on the unpaid amount.
- ii) In case of default by Allottee under the conditions listed above continues for a period beyond Two (2) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Unit/ Flat in favour of the Allottee(s) and refund the money paid by the Allottee(s) by deducting 10% of the Total Sale Consideration and the interest liabilities and this Agreement shall thereupon stand terminated:
Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.
- iii) In case of default by Allottee under the conditions listed above, if his allotment to the said flat/unit allotted to him stands cancelled as per condition 9.3 (ii), then in such cases the title of the same flat will pass over to the Developer and Developer at his own discretion will have right to transfer/ sell the said flat to any other applicant/purchaser/buyer in the waiting list.
- iv) In case of default by Allottee under the conditions listed above, if his allotment to the said flat/unit allotted to the allottee stands cancelled, then the allottee further agrees that in such a situation allottee will not involve the Developer into any ligation for his own fault, and if any the same would be null and void.

10. CONVEYANCE OF THE SAID UNIT/ FLAT:

- 10.1** Subject to the Buyer(s)/Allottee(s) making all payments as and when they fall due and providing all the documents as stated herein in this Agreement to the Developer, the Seller shall prepare, execute and register a Conveyance Deed/Sale-Deed, to convey the title of the Said Flat as per the terms of this Agreement, in favour of the Buyer(s)/Allottee(s). The Franking, Notary, Agreement to Sale Registration, Processing fee and Stamp Duty for agreement /conveyance deed, statutory charges and registration charges and incidental charges for the registration of the Conveyance Deed shall be solely borne by the Buyer(s)/Allottee(s).

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

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

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

- 10.3** In case the Buyer(s)/Allottee(s) is availing loan from any bank or financial institution, the Sale deed or Conveyance Deed of the Said Flat, in favour of the Buyer(s)/Allottee(s), shall be executed only upon, the Developer, receiving "**No Objection Certificate**" from such Bank or Financial Institution, Bank and, the Conveyance Deed/Sale-Deed, shall be handed over to the lending Bank or Financial Institution, as required by them.

11. MAINTENANCE OF THE SAID BUILDING/ UNIT/ PROJECT:

The Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project.

- 11.1** That the Resident Welfare Association/Society of buyers of flats/units in the apartment shall be formed as per applicable laws under "**Pradhan Mantri Awas Yojana-CLSS (Credit Link Subsidy Scheme)**", with the main object to take over the responsibility of maintenance/management of Common Areas and Common Facilities and Other Amenities in the Building/apartment and with such other object or purpose and in such manner and to such extent as the Developer and/or RWA, may deem fit keeping in view the best interest of the Building/apartment and the buyers of flats in the Building/apartment. The Buyer(s)/Allottee(s) agrees and undertakes to become member of such RWA/Society by paying applicable membership fee and also undertakes to abide by and comply with bye-laws/rules/regulation and agreements of such RWA/Society.
- 11.2** The Developer shall handover the Maintenance Corpus Fund to the RWA/Society, upon formation of the RWA/ Society under the provision of **Pradhan Mantri Awas Yojana-CLSS (Credit Link Subsidy Scheme)**.
- 11.3** That the RWA/Society will take care of the Common Areas and Common Facilities and Other Amenities of the Building/apartment and for the purpose of the same, the RWA/Society will be entitled to take separate electric and water connections for common use& facilities in the Building/Apartment.
- 11.4** That as and when the Common Areas And Common Facilities and Other Amenities shall be handed over to the RWA/Society, the RWA/Society will remain responsible for the maintenance, repairs, safety and security of any such, common areas, common

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facilities, fittings, fixtures and amenities from the date of handing over of any such possession to the RWA/Society.

- 11.5 The RWA/Society will be entitled to charge the monthly Rs. _____/- per Sq. Ft. towards maintenance charges from its Members/Buyer(s)/Allottee(s). The Buyer(s)/Allottee(s) hereby agree to pay monthly maintenance charges to the RWA/Society, as may be determined by the RWA/Society.

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 Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within thirty 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.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Developer/ Maintenance Society shall have rights of unrestricted access of all common areas, covered/open parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer/ Maintenance Society to enter into the Unit/ 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.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ FLAT:

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible along with society to maintain the said Unit/ 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 building Unit/ 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 Unit/ Flat, and keep the said Unit/ Flat, 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.

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15.2 The Allottee further undertakes, assures and grantees 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 also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Unit/ Flat or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Unit/ Flat.

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

15.4 NUISANCE CLAUSE: The allottee/buyer shall not use the said flat for the purpose, which may or likely to cause nuisance or annoyance to occupiers of the other flats/ units of the building or the occupiers of the neighboring properties.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. AND OTHER OBLIGATIONS BY THE PARTIES:

16.1 The Parties are entering into this Agreement for the allotment of a Unit/ Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project:

16.2 The Buyer(s)/Allottee(s) shall observe all terms and conditions of this Agreement, and also those of the license/approvals granted to the Developer, for the development of the Affordable Housing Project under **Pradhan Mantri Awas Yojana-CLSS (Credit Link Subsidy Scheme)** and shall also abide by all the laws, bye-laws, rules, regulations and policies thereto of said **Pradhan Mantri Awas Yojana-CLSS (Credit Link Subsidy Scheme)** or as imposed by any Authority(s) or the Developer and also the rules, regulations and policies as may be made applicable pursuant to and shall always fully observe and perform all the terms and conditions contained in this Agreement.

16.3 The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Buyer(s)/Allottee(s) and such third party shall not have any right in this Agreement, in any way and Developer shall issue the payment receipts in favour of the Buyer(s)/Allottee(s) only. In case of any default thereof or its failure to comply with any such applicable provisions regarding payment of Basic Sale Consideration or other dues then, the Developer shall be entitled to terminate this Agreement.

16.4 The Buyer(s)/Allottee(s) has confirmed and assured to Developer that the Buyer(s)/Allottee(s) shall comply with the provisions of this Agreement and such other requirements as directed by the Developer or any Competent Authorities, JDA, "**Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**", so as to, enable the Developer, to take such steps as may be required or deemed necessary by it under any provision of JDA from time to time or any statutory amendments or modifications thereto or the provisions of any other law(s) dealing with the matter.

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17. ADDITIONAL CONSTRUCTIONS:

The Buyer(s)/Allottee(s) agrees and confirms that the Developer shall have the right to make additions to or put up additional structures in the Building/apartment, as has been permitted by the competent authorities, and the Developer shall be the sole and exclusive owners of such additional structures which, the Developer shall be entitled to use or sell off, in any way it chooses, without any interference on the part of the Buyer(s)/Allottee(s), in its sole and absolute discretion.

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

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the said Unit/ Flat/ Building 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit/ Flat/ Building.

19. BINDING EFFECT:

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 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar

_____ 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 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 cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever, after any deduction towards expenditure incurred by the Developer towards the same.

The Developer shall not be responsible for any postal delays and any claims and losses, on account of the same.

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, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/ Flat/ Building, as the case may be.

21. RIGHT TO AMEND:

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

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22. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

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. TRANSFER:

The Buyer(s)/Allottee(s) shall not be entitled to sell/transfer the Said Flat for a period of 10 years after the allotment of said Flat. In case of sale/transfer of the said Flat within 10 years of allotment as per provision of "Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme), the Developer/Seller Government of Rajasthan / Jaipur Development Authority shall be entitled to cancel the allotment and the Conveyance Deed of the said Flat and allot the said Flat to other applicant in the waiting list.

The Seller has also made clear to the Buyer(s)/Allottee(s), who understands and agrees that the rights of the Seller in the said Flat, agreed to be conveyed, sold and transferred herein are circumscribed by and subject to the conditions imposed by under the "Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme).

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

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

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27. PLACE OF EXECUTION:

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, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at

(Address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at

28. ADDRESSES FOR COMMUNICATION AND NOTICES:

- 28.1** The Buyer(s)/Allottee(s) is hereby verifying his complete address herein below for the purpose of correspondence at the time of executing this Agreement. All communications / notices / correspondences shall be sent to the Buyer(s)/Allottee(s) on their addresses mentioned herein, by way of courier or registered post and, the same shall be deemed to be validly served on them;
- 28.2** It shall be the responsibility of the Buyer(s)/Allottee(s) to inform the Developer, about subsequent changes, if any, in the address and obtain confirmation thereof, in writing from the Developer, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Buyer(s)/Allottee(s);
- 28.3** All the notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by registered post at their respective addresses specified below:

<u>Company Name & Address</u>	<u>Allottee(s) Name & Address</u>
M/s. RSR Elite Developers Pvt. Ltd. Registered Office at- 317-A, Mahaveer Nagar, Tonk Road, Jaipur, Rajasthan. Pin Code- 302018.	

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 Developer 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 Developer 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 Unit, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such Unit, Flat or building, as the case may be,

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shall not be construed to limit the rights and interests of the allottee or the Developer under the agreement for sale, under the Act, the rules or the regulations made there under.

31. GOVERNING LAW:

31.1 Prior to entering into this Agreement, the Buyer(s)/Allottee(s) has confirmed and assured to the Seller that the Buyer(s)/Allottee(s) is aware about all the Applicable Laws on the Project Land/apartment/said Flat including the **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)** and its implications thereof in relation to the various provisions of this Agreement and the Buyer(s)/Allottee(s) has further confirmed that the Parties are in full agreement as per the provisions of the **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)**, and shall comply, as and when applicable, with the provisions of rule and regulations or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Agreement.

31.2 The said Flat and the Building in which it is located and the apartment are subject to the provisions of JDA, **Pradhan Mantri Awas Yojana- CLSS (Credit Link Subsidy Scheme)** or any statutory enactments or modifications thereof.

31.3 The said Flat and the Building is also subject to Rajasthan Real Estate (Regulation and Development) Rules, 2017.

As well as 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 there under in the definition part and including other applicable laws of India for the time being in force.

32. MORTGAGE, FINANCE AND FIRST CHARGE:

The Buyer(s)/Allottee(s) hereby authorizes and permits the Seller to raise finance/loan from any lending institutions by any mode or manner by way of charge/mortgage on the Said Flat, Building, apartment or the Project Land subject to the condition that the Said Flat shall be free from all encumbrances at the time of execution of Conveyance Deed/Sub-Lease Deed, in favour of the Buyer(s)/Allottee(s). The Seller or such Financial Institution/Bank, as the case may be, shall always have the first charge on the Said Flat for all their dues and any other sums payable by the Buyer(s)/Allottee(s) at such rate as per the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

33. INDEMNITY:

The Buyer(s)/Allottee(s) hereby indemnifies and undertakes to keep the Seller, their respective assignees, nominees and their officers / employees as well as the other occupants / owners of the apartment fully indemnified and harmless from and against all the consequences of breach by the Buyer(s)/Allottee(s) of any of the terms and conditions of this Agreement or any law for the time being in force as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Buyer(s)/Allottee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commissions and omissions on the part of the Guests, Occupants,

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representatives and / or any other person claiming or acting through or under the Buyer(s)/Allottee(s).

34. DISPUTE RESOLUTION:

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

35. JURISDICTION:

Save as otherwise provided in any law for the time being in force, this Agreement shall be subject to the exclusive jurisdiction of the Rajasthan High Court Jaipur Bench at Jaipur and RERA i.e. Real Estate Regulatory Authority and & Real Estate Appellate Tribunals at Jaipur only.

The contents of this Agreement have been read out, explained and interpreted to the Buyer (s)/Allottee(s) in the language as desired by the Buyer (s)/Allottee(s) and to the Co- Buyer (s)/Allottee(s) in the language as desired by the Co- Buyer (s)/Allottee(s) and the same is understood by the Buyer (s)/Allottee(s) , the Co-Buyer (s)/Allottee(s).

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

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

Affix Color photograph of Allottee/ First / Second Allottee with Signature across the photograph
Signature: Name:

For RSR ELITE DEVELOPERS PVT. LTD.

Through Authorized Signatory

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

DEVELOPER
For and on behalf of M/s RSR ELITE DEVELOPERS PVT. LTD.

Name: Mr. Devvrat Singh Rajawat
Signature:
Designation: Director/Authorized Signatory

WITNESSES- 1	WITNESSES-2
Signature:	Signature:
Name:	Name:
Address:	Address:

For **RSR ELITE DEVELOPERS PVT. LTD.**

Through Authorized Signatory

SCHEDULE-I**(Details of land holdings of the Developer and location of the Project)**

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
at Village Saligrampura, Tehsil- Sanganer, Jaipur	Khasra No. :- 46/182, 51, 52, 57	5861.42 sq. mtr
	Total Area	5861.42 sq. mtr

SCHEDULE- II**DESCRIPTION OF BUILDING**

LIG or EWS Blocks

- No. of units in " _____ " block - _____

NO. OF STOREYS - G + 12

<u>Common Area Development</u>	<u>Building Specifications :</u>
1. RWH	1. Floor tiles
2. STP	2. Plaster
3. Internal Roads & Pathways	3. Paint (internal & outer)
4. Underground Water Tank	4. Bath fittings
5. Overhead Water Tank in each block	5. Flush doors
6. Lifts in each block	6. Section windows
	7. Kitchen counter & sink

SCHEDULE- III**COMMON AREAS AND COMMON FACILITIES**

- Community Center
- RWH
- STP
- Internal Roads & Pathways
- Underground Water Tank
- Overhead Water Tank in each block
- Lifts in each block

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SCHEDULE- IV**DESCRIPTION OF SAID FLAT**

(The description of said Flat should include the flat number, its area, number and dimension of rooms, and immediate common area to which it has access, and any other data necessary for its proper identification)

- Type - _____
- Block No. - st_____ th_____
- Flat No. - _____
- Area of Flat - _____

SCHEDULE- V**PAYMENT SCHEDULE**

LIST	AMOUNT PAYABLE	
	EWS (1 BHK) 460 sq ft (Rate - 2500)	LIG (2 BHK) 770 sq ft (Rate-2500)
1. Booking amount with application form	40,000 /-	60,000 /-
2. After allotment amount to be deposited within 30 days of information	65,000 /-	1,20,000 /-
3. Details of the due payment :-		
• On Excavation	20% + GST	20% + GST
• On casting of Second floor slab	20% + GST	20% + GST
• On casting of Third floor slab	10% + GST	10% + GST
• On casting of fourth floor slab	10% + GST	10% + GST
• On casting of fifth floor slab	5% + GST	5% + GST
• On casting of Six floor slab	5% + GST	5% + GST
• On casting of Seventh floor slab	5% + GST	5% + GST
• On casting of Eighth floor slab	5% + GST	5% + GST
• On casting of Ninth floor slab	5% + GST	5% + GST
• On completion of building	5% + GST	5% + GST

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