



Date : 25.08.2017

Affidavit Regarding Form G of Rajasthan Real Estate (Regulatory & Development) Act, 2017

I, Vikram Pamecha S/o Shri Shanti Lal Ji Pamecha aged 49 resident of 1-Ahinsapuri, Fatehpura, , Udaipur – 313001 duly authorized by the Board of Directors of Sanskar Buildestate Private Limited, do hereby solemnly affirm and declare as under:-

1. That we have applied for registration of our project "Sanskar Pride" at land khasara No. 1132, 1133, 4390/1133 of revenue village Bhuwana situated in Girwa Tehsil, Udaipur (Raj.)-313001 under Real Estate Regulatory & Development Act, 2016 read with the Rajasthan Real Estate (Regulatory & Development) Act, 2017. The draft agreement for sale of our firm will be in accordance with the Form-G of the Rajasthan Real Estate (Regulatory & Development) Act, 2017.
2. That the draft agreement for sale contain all the terms and conditions of model agreement of Real Estate Regulatory & Development Act, 2016 and Rajasthan Real Estate Regulatory & Development Act, 2017.
3. That the draft agreement for sale is not in derogation of or inconsistent with Real Estate Regulatory & Development Act, 2016. Any contravention of the provisions of the act and rules regarding agreement for sale will be responsibility of our firm.

For SANSKAR BUILD ESTATE (P) LTD.
Dependent
"PROJECT-SANSKAR PRIDE"

DIRECTOR

Verification:-

Verified that the above contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Verified at Udaipur on 25.08.2017



ATTESTED

NOTARY PUBLIC
JAIPUR, INDIA

28 AUG 2017

For SANSKAR BUILD ESTATE (P) LTD.
Dependent
"PROJECT-SANSKAR PRIDE"

DIRECTOR

Form-G

AGREEMENT FOR SALE

Affix colour
photograph of
Allottee/First
Allottee with
signature across
the photograph

Affix colour
photograph of
authorized
signatory of
Promoter with
signature across
the photograph

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

BY AND BETWEEN

Sanskar Buildestate Private Limited (CIN No. U45201RJ2011PTC034327), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 36-B, Ahinsapuri, Fatehpura, Udaipur (Raj.) and its PAN No. is AAPCS4246J represented by its authorised signatory _____ (Aadhar No. _____) respectively, duly authorized vide board resolution dated _____ [hereinafter referred to as "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and permitted assignee(s)].

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____), Son/Daughter/Wife of Mr. _____, R/o _____ (PAN _____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife of Mr. _____ (Aadhar No. _____), R/o _____ (PAN _____) ; hereinafter singly/jointly referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees).

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

INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.
 - b) **"APPLICABLE LAWS"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
 - c) **"APARTMENT"** shall mean a residential unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential/ purpose, as the case may be, in accordance with Applicable Laws.
 - d) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
 - e) **"APPROVED PLANS"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
 - f) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation. For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

- g) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include Project Land (as defined herein), area occupied by the building and such common areas, facilities and spaces meant for common use of the occupants of the Project and equipments provided AND/OR reserved for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- E** attached hereto except as specifically excluded as per the terms of the Agreement.
- h) **"CONVEYANCE DEED"** (i) in respect of the Unit, shall mean written instrument executed between the Promoters and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoters subject to and in accordance with the terms of this Agreement; (ii) in respect of the Common Areas and Common Facilities of the Project, shall mean written instrument executed between the Promoters and the Resident's Association through which the ownership of the Common Areas and Common Facilities of the Project is transferred in favour of Resident's Association by the Promoters subject to and in accordance with the terms of this Agreement.
- i) **"EARNEST AMOUNT"** shall mean 10% of the Basic Sale Consideration of Unit.
- j) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- k) **"RESIDENT'S ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, by whatever named called, of the allottees of Apartments in the Project, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.
- l) **"PARA"** means Para of this Agreement;
- m) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- n) **"REGULATION"** means regulations made under the Act;
- o) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- p) **"SCHEDULE"** means the Schedule attached to this Agreement;
- q) **"SECTION"** means the section of the Act.

r) "PROJECT LAND" shall have meaning ascribed in Recital A;

s) "UNIT" shall have the meaning ascribed in Recital X.

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

WHEREAS THE PROMOTERS DECLARES THAT:

A. the Promoter is in lawful possession of the land khasara No. 1132, 1133, 4380/1133 of revenue village Bhuwana situated in Girwa Tehsil, Udaipur (Raj.) with a total area admeasuring of 1106.87 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from Dr. Bhawna Sharma, as stated in the Conveyance deed/ Lease-deed dated 24/11/2014, registered on 24/11/2014 in the office of Sub- Registrar II Udaipur in its Book No. 1 Volume No. 744 at Page No. 125 bearing Serial No. 2014009666 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 2976 at Page No. 261 to 274

C. the said land is earmarked for the purpose of residential project, comprising 1 multistoried apartment buildings and the said project shall be known as 'SANSKAR PRIDE' ("Project")

D. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

E. the UIT has granted the commencement certificate to develop the Project vide its approval number F7(1)B-PLAN/2015 3014 dated 20/10/2015;

F. the Land is free from all encumbrances.

G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'SANSKAR PRIDE', (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 1106.87 square meters situated at Bhuwana, Udaipur and latitude & longitude of the end points of the Project are respectively. 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 Promoter and Project are also available in the website (www.....) of the Authority.

I. the layout plan/ site plan of the Project (whole Project) has been sanctioned vide No. F7(1)B-PLAN/2015 3014 dt. 20/10/2015 by the UIT (competent authority), and copy of which is enclosed as Schedule-2.

J. approval of specifications of the Project and permission of building construction upto 87'9" Ft. height (9 floor) under the relevant legal provisions has been accorded vide No. F7(1)B-PLAN/2015 3014 date 20/10/2015 by the UIT (competent authority). The specifications of the Project are as under :-

.....
 ...

 ...

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

K. the details of Floor plan of the Apartment and for block of the Project is given in Schedule-2.

L. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

.....

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 proposed to be provided in the Project are as under :-

.....

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

.....

 ...

O. the details of specifications of material used in construction are as under :-

.....

.....

P. the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Stage	Date by which the	Details of works to be
	works are proposed	completed
	to be completed	

30/06/2018

Q. temporary fire NOC for the Project has been accorded by the.....vide No..... dated.....

(Not Applicable)

R. the Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date.....

(Not Applicable)

S. Environmental Clearance from the department concerned has been obtained or the Project.

(Not Applicable)

T. Public Health & Engineering Department has also given NOC for developing the Project

(Not Applicable)

U. the Promoter has opened a separate account in Branch Fatehpura (Udaipur) Branch of Rajasthan Marudhara Gramin Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

V. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the 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.

W. the Alottee has applied for an apartment in the Project vide 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 described in Schedule-2 and the floor plan of the apartment is annexed hereto and marked as Schedule-2.

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

the Allottee has applied for a plot in the Project vide application no. dated and has been allotted plot no. having area of square feet and plot for garage/covered parking no. admeasuring square feet (*if applicable*) 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 defined under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;

X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

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

Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para V.

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

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / Plot as specified in para 'W'

1.2 The Total Price for the Apartment/ Plot based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

Block/ Building/ Tower
no..... Apartment no. ...
Type.....
Floor.....

Rate of Apartment per
square feet*

For SANSKAR BUILD ESTATE (P) LTD.
"PROJECT-SANSKAR PRIDE"

 DIRECTOR

Total Price (in Rupees) -----

*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered

parking-1

Price for 1 (in Rs.)

Garage/ covered

Price for 2(in Rs.)

parking-2

Total price (in
Rupees)

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

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

- 1.4 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 :-

Stage of develop ment	Percent age of the	Install ment Amount	Period within which
-----------------------------	--------------------------	---------------------------	---------------------------



works & comple tion of the Unit (with details of works)	Total Price as calculat ed under Term & Condi on No. 1.2	t in Rs.	the install ment amount is to be paid by the Allottee
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- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter 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 '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

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

FOR SANSKAR BUILD ESTATE (P) LTD.
PROJECT-SANSKAR PRIDE



Director

1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/ Plot includes recovery of 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 Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot 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 Apartment/ Plot.

1.9 It is made clear by the Promoter 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.

1.10 The Promoter agrees to pay all outgoings/ 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 outgoings/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 Promoter fails to pay all or any of the outgoings/ 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 Promoter

agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee has paid a sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI Act') and the Rules and Regulation made 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(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable

guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

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

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Resident's Association. Similarly, the Allottee(s) shall abide by Payment Plan attached herewith.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

- 6.1 The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Promoter shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove.

7. POSSESSION OF THE APARTMENT / PLOT:

For SANSKAR BUILD ESTATE (P) LTD.
"PROJECT-SANSKAR PRIDE"



DIRECTOR

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

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

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

7.4 Possession of the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility

of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- (a) The Land Owners 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 Project.

- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (c) There are no encumbrances upon the Project Land or the Project.
- (d) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Unit.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (f) The Promoters have 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.
- (g) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement other than which has been provided in this Agreement with any person or party with respect to the Project Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (h) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (i) At the time of registration of the Conveyance Deed of the Unit the Promoters shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities to the Resident's Association.
- (j) 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.
- (k) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project (except the taxes mentioned in Clause 7.6 which shall be paid according to the said Clause) to the competent authorities till possession of the Unit along with Common

Area (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Resident's Association, respectively.

- (l) 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 Promoters in respect of the Project Land and/or the Project.
- (m) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and the Promoter shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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

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

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

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

(i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10. INDEMNIFICATION

10.1 The Allottee(s) shall, without prejudice to any other rights of the Promoters, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoters, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoters or which the Promoters may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoters and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoters within the time prescribed in Clause 20 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/or (vii) termination of this Agreement by the Promoters due to any default/delay on the part of the Allottee(s).

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

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

11. MAINTENANCE OF THE PROJECT

11.1 That until the handover of the Common Areas and Facilities of the Project to the Resident's Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities of the Project at actual cost plus 10%;

(As per RERA U/s 19, promoter can collect reasonable charges for maintenance till handover of common areas to Resident's Association).

11.2 That the Promoter shall enable the formation of a Resident's Association of allottees in the Project as per Applicable Laws with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of the Project as described hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Resident's Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the apartments shall become the members of the Resident's Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Resident's Association. Until the formation of the Resident's Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Resident's Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoters shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Resident's Association under the Applicable Laws to the Resident's Association, and the Resident's Association will take care of the Common Areas and Facilities in the building/Project.

11.3 The Promoter shall transfer the IFMD to the Resident's Association without any interest at the time of takeover of Common Areas and Facilities of the Project to the Resident's Association.

11.4 That as and when the Common Areas and Facilities of the Project shall be handed over to the Resident's Association, the Resident's Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities of the

Project, fittings, fixtures from the date of handing over of any such possession to the Resident's Association.

- 11.5 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Resident's Association as per the Act, it shall be the sole responsibility of the Resident's Association, to run and maintain the Common Areas and Facilities of the 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 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 Resident's Association, from time to time & regularly.
- 11.6 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges etc. from the date of offer of possession.
- 11.7 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Resident's Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Resident's Association from time to time.
- 11.8 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Resident's Association and any decisions taken by the Resident's Association as per it Bye -Laws.

12.DEFECT LIABILITY

1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

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2. If any hair-line cracks or minor damages occurs due to natural land settlement or weather effect which is not due to the Promoters fault than it will not be the liability of the Promoters
3. If any problem is caused in the building, sanitary and plumbing electric lines or any other faults thereof due to the negligence or fault of the allottee than the promoter shall not be responsible for the same and the charges for repairing and maintenance will be borne by the allottee.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS

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

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 Approved 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 Resident's Association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- 15.1 Subject to clause 8 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, or

Common Areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

- 15.3 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Resident's Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Resident's Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.4 The Allottee(s) recognizes that the Unit is being serviced by the Resident's Association and that any external agency would be detrimental to the interest of the Unit's/ Project's maintenance and upkeep. However, the Resident's Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- 15.5 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 Resident's Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 15.6 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- 15.7 It is in the interest of the Allottee(s), to help the Resident's Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Resident's Association would be free to restrict and regulate the entry of visitors into the Project.
- 15.8 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- 15.9 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Project Land and the building in which the Unit is situated.

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- 15.10 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Project or lead to increase in insurance premium payable in respect of the insurance of the said Project and/or the Unit.
- 15.11 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 15.12 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Resident's Association and/or maintenance agency appointed by the Resident's Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.13 Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter /Resident's Association and the Promoter /Resident's Association may permit the same subject to appropriate conditions.
- 15.14 In the event Allottee(s) of Allottee(s) allowing the use of Unit, under any arrangement, by a third party, the indenture(s) so to be executed between the Allottee(s) and such third party shall first require the approval in writing of the Promoter to primarily ensure compliance with all the stipulations as recorded in lease deed ad prevent any breach of the same, and other terms of this Agreement.
- 15.15 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/ Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

16.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

17.ADDITIONAL CONSTRUCTIONS

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The Promoters undertake 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. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoters 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 Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs etc. as may be required by the Allottee(s).

19. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters 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 ----- (address of Sub-Registrar) as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20. ENTIRE AGREEMENT

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PROJECT SANKAR PRIMA

DIRECTOR

The Registration Form (defined hereinabove), Allotment Letter and this Agreement along with its preamble, recitals and all its annexures/schedules, governs the rights and obligations between the Parties for the transfer of rights, title and interests in respect to the Unit in favour of the Allottee(s). The Application Form, Allotment Letter and this Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement and the Application Form, any changes or additional provisions must be set forth in writing, in a separate Agreement duly signed and executed by and between the Parties.

21. RIGHT TO AMEND

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

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

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

23. WAIVER NOT A LIMITATION TO ENFORCE

23.1 The Promoters may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoters in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoters 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

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thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

24. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the super built up area of the Unit bears to the total super built up area of all the apartments in the Project, as the case may be.

26. FURTHER ASSURANCES

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

27. PLACE OF EXECUTION

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

28. NOTICES

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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, speed post A.D, to the party at their respective addresses specified below :-

Sanskar Buildestate Pvt. Ltd	Allottee(s)

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

29. JOINT ALLOTTEE

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

30. SAVINGS

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

31. GOVERNING LAW

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

32. DISPUTES

32.1 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.

32.2 In case of non-compliance of any obligation cast upon the Promoters or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder

or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

.....

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

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

..... **on**

PROMOTER	
For and on behalf of sanskar Civil Construction Pvt. Ltd	
Name	
Signature	
Designation	

WITNESSES	
1- Signature	
Name	
Address	
2- Signature	
Name	
Address	

FOR SANSKAR BUILD ESTATE (P) LTD.
"PROJECT-SANSKAR PRIDE"

DIRECTOR

SCHEDULE-1
(Description of Project Land)

Name of Revenue village and Tehsil	Plot No.	Area (in meters)
Bhuwana	4	sq. mtrs
Girwa	Khasra No. 1132, 1133, 4390/1133	
	Total Area - 1106.87 sq. mtrs	

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

In North: Plot No. 1

In South: 60 Ft. Road

In East: Plot No. 5

In West: 30 Ft. Road

And measuring

North to South 120 Ft.

East to West 100 Ft.

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

In North.....

In South.....

In East.....

In West.....

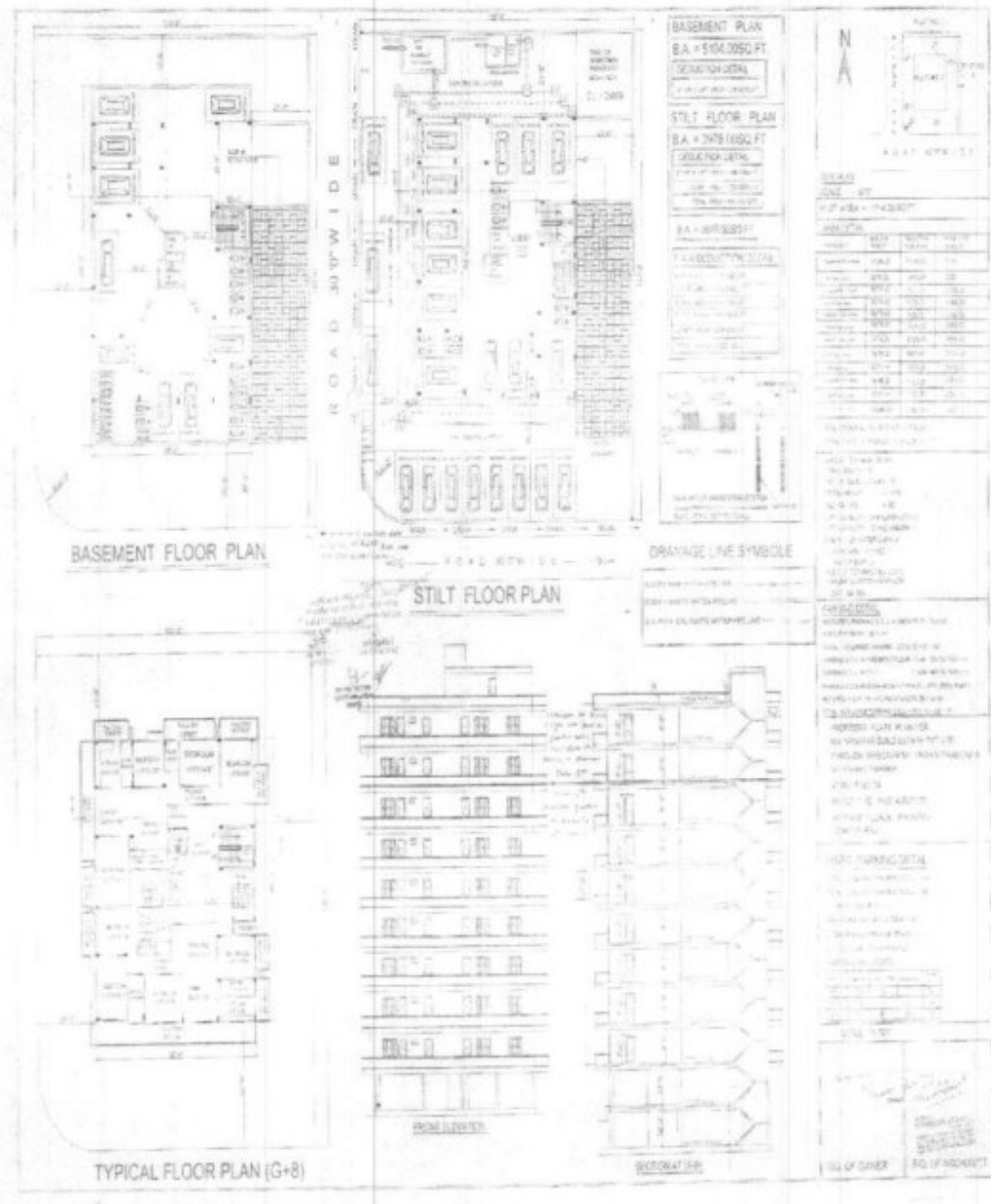
4. Other details of the location of the Project- Near Ridhi Sidhi Park Appartments

5. Location Map

F21 SANGHAR BUILD ESTATE - PLOT NO.
"PROJECT SANGHAR BRIDGE"

DIRECTOR

SCHEDULE-2
(Lay Out, Floor Plan of Project)



For SANSKAR BUILD ESTATE (P) LTD.
"PROJECT-SANSKAR PRIDE"

DIRECTOR