RAJASTHAN HOUSING BOARD

Regd. A.D.

ALLOTMENT LETTER
(Under Disposal Property Regulation-1970)

Dated .....

Allottee's Name
Allottee's Address

Mode of Payment

O.R.S./H.P.S.

TOTAL DEMAND/MONTHLY INSTALMENT
Rs……..

Sir/Madam,
We are pleased to inform you that you have been allotted a house as per the following particulars under the **Out** Right Scheme Costing Sanction No……. ……..dt. ……. Name of the Scheme …….. . SRS No. 2014/3303 category **……..** …date of draw …….

DETAILS OF COST OF HOUSE & OTHER EXPENSES

(A)	COST OF HOUSE			
	1- Cost of land	…… Per Sqmtr	**Rs.**	……..
	Actual Area	…….. Sqmtr		
	Stnd, Area	…….. Sqmtr		
	Extra land	**……... Sqmtr**		
	Cost of extra land	…… Per Sqmtr	Rs.	……..
	Extra charge for DCISDC house ® 2 % of Const. Cost.		Rs.	
	2 Cost of Construction (including all overheades charges)		Rs.	.....
	TOTAL	(A)	Rs.	**……**
(B)	**OTHER CHARGES**			
	1 Lease Money (Ore year) @ 2.5% on Land Cost		Rs.	.....
	2 Interest on Seed Money for delayed period		Rs.	.....
	3 Cost of Maps for registry purpose		Rs.	.....
	4 Legal Expenses		Rs.	.....
	TOTAL	(B)	Rs.	**…….**
		TOTAL (A+B)	Rs.	.....
(C)	LESS			
	1- Registration Amount		Rs.	.....
	2- Interest on Registration'Amount for	**……** Months	Rs.	.....
	3- Seed Money		Rs.	.....
	4- Interest on Seed Money/Amount Deposit (Ins.)		Rs.	.....
		TOTAL (C)	Rs.	.....
		TOTAL (A+B-C)	Rs.	.....
	Sevice Tax paid A/c (on deposits after 01.07.12)		Rs.	.....
	SERVICE TAX ON PAYABLE AMOUNT			.....
	LESS S.TAX ALREADY DEPOSIT ON S.M. AMOUNT		Rs.	.....
	Income Tax on Interest Given by Board on (C-2, 4)		Rs.	.....
	PAYABLE AMOUNT FOR POSSESSION		Rs.	.....

Estate Manager,
RAJASTHAN HOUSING BOARD

1- **PLEASE DEPOSIT RS.……..**
through demand draft I cheque payable in favour of "RAJASTHAN HOUSING BOARD", Jaipur at our Cash Collection Counter No……... …….._ In case of payment made by Cheque, the amount should be deposited in RHB account before due date. Timings of Cash collection Counter is Monday to Friday 09:30 AM to 03:00 P.M. (Saturday 09:30 A.M. to 12:00 A.M.) Except Bank and Govt. Holidays.

2_ Please submit all the documents like specimen signatures duly attested by gazetted officer / Notary Public with self photograph in triplicate, acceptance letter, undertaking, affidavit and guarantee letter in enclosed performs duly completed and attested by Notary Public along with copy of Chahar for possession of house_

3,, In case requisite amount is not deposited within prescribed time the allotment of house may be cancelled after giving a notice or one month_ If the allottee fails to deposit the money after this notice his allotment will be cancelled without further notice.

4_ Lease money is payable regularly on or before 35th Jan & 15th July every year for 99 Years fg. Rs. ……..
half yearly. Lease money will be due after taking possession.

5_ If the allottee wishes to deposit one time lease money he must deposit additional amount of Rs. ……
in addition to amount payable.

6_ In case of out-right purchase the house can be mortgaged to the Central Govt_iState Govt./ Government undertaking/ HDFC.Can-Fin Homes Housing Financing Ltd and any other financial institution without obtaining prior permission of Rajasthan Housing Board to do so. However an intimation regarding creation of the mortgage for the all otteed house I flat must be sent to the signatory ofthis allotment letter.

7_ sem ve Tax amount may be chance ss per Central Government Orders issued time to time.
8- E& O.E.

Estate Manager,
RAJASTHAN HOUSING BOARD

(1)

FORM-G

[see rule 9]

Agreement for

Lease/ Sale/Allotment/Tenancy

Affix Color photograph of Allottee/ First Allottee with signature across the photograph	Affix Color photograph of the authorized signatory of Board with signature across the photograph

This Agreement forLease/ Sale /Allotment/Tenancy, hereinafterreferred to as the Agreement, isexecuted on this .....day of ..... Two thousand and.....at .....

By and Between

Rajasthan Housing Board,a Body constituted under Rajasthan Housing Board Act, 1970 (Act No. 4 of 1970) having its registered office at AwasBhawan, Janpath, Jaipur and Unit office atResident Engineer, Rajasthan Housing Board, Div.-I, JODHPUR and its PAN is....., represented by its authorised signatory.....(Aadhar No. .....) authorised vide board resolution No. ..... dated .....hereinafter referred to as the "Board"(which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

Mr./Mrs./Ms.....son/wife /daughter 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 OTHERPART.

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

INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto–

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

(a) "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 Housing Board Act, 1970, Rajasthan Housing Board Disposal of Property Regulations 1970,Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act 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 applicable to the development / construction / sale of the Said Project/Whole Project.

(b) "Apartment" shall means a separate and self-contained part of any immovable property and shall also include all such unit or space intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the said Project.

(c) "Brochure" means booklet showing details and specifications of the Whole Project and the Said Project (defined herein below) as circulated by the Board at the time of booking of Apartment or Building as the case may be, a copy of which is annexed herewith as Schedule-VIII.

(d) "Built-up area" means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;

(e) "Building" shall mean the building/ tower in the Said Project where the Allottee(S)/Allottee(s) has been allotted his "Unit".

(f) "Building Plans" shall mean the plans and designs of buildings to be constructed or constructed on the Project Land, which has been duly approved by the authority in full including any variations therein which may subsequently be made by the Board and/or Architect(s) in accordance with Applicable Laws.

(g) "Allottee/Allottee(s)" means the person to who a plot, apartment or building, as the case may be, has been allotted on lease hold or otherwise transferred by the Board, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise.

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(h) **"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. 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);

(i) **"Common Areas and Facilities of the Whole Project:** shall mean such common areas, facilities and spaces in the Whole Project meant for common use of all the occupants of the Whole Project (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Whole Project and more particularly detailed in the Schedule- VII Part A attached hereto. However, any areas, facilities and equipments reserved for a specific Phase/group/person(s) or occupants of a specific part of the Whole Project, including COMMON AREAS AND FACILITIES OF THE SAID PROJECT (defined herein-below), shall not form part of common areas and facilities of the Whole Project.

(j) **Common Area and Facilities of the Said Project:** shall mean such common areas, facilities and spaces in the SAID PROJECT, which are exclusively meant for common use of all the occupants of the SAID PROJECT (as defined herein-below) and the equipments provided AND/OR reserved exclusively for the common use and the enjoyment of all the occupants of the SAID PROJECT and more particularly detailed in the Schedule- VII Part B attached hereto.

(k) **Facility for Parking** shall mean the parking space which forms part of the Common Areas and Common Facilities of the Whole Project, provided in the Whole Project being developed upon the Scheduled Land.

(l) "**Interest**" means the State Bank of India Prime Lending Rate plus two percent or such other rate as may be applicable from time to time as per Rajasthan Housing Board Disposal of Property Regulations, 1970.

(m) "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 theAct;

(n) "**Para**" means a Para of this Agreement;

(o) **"Project Land"** shall mean portion of the Scheduled Land admeasuring549.85 sq. mtrs. on which the Said Project namedUDHYAN APARTMENT,Sector 21 E,CHOPASNI HOUSING BOARD,JODHPUR MIG-B36 Nos.BLOCK K, (B+S+9),is being developed and more fully described in Schedule I.

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(p) "**Regulation**" means the Regulation made under the Act and Rajasthan Housing Board Disposal of Property Regulations, 1970.

(q) "**Rules**" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

(r) "**Schedule**" means the Schedule attached to this Agreement; and

(s) "**Section**" means the section of the Act.

(t) "**Scheduled Land**" shall mean land admeasuring 18560.00 Sqm. and there about lying and situated at Village - Chopasani which the Whole Project named CHOPASNI HOUSING BOARDJODHPURcomprising of different phases,- is being developed and is demarcated and shown in Schedule- I Part A.

(u) "**Said Project**" shall mean part of the Whole Project, being constructed on the Project Land and named asUDHYAN APARTMENT,Sector 21 E,CHOPASNI HOUSING BOARD,JODHPUR MIG-B 36 Nos.BLOCK K, (B+S+9), "**Whole Project**" shall mean the residential/Commercial project comprising of flats, parking facility, club house, other amenities and facilities etc. constructed / to be constructed in different phases on the Scheduled Land and named as UDHYAN APARTMENT, CHOPASNI HOUSING BOARD JODHPUR.

(2) The words and expressions used herein but not defined in this Agreement and defined in theRajasthan Housing Board Act 1970 or Rajasthan Housing Board (Disposal of Property) Regulations, 1970 orany other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

(3) Rajasthan Housing Board is constituted under the provision of Rajasthan Housing Board Act, 1970 and Rajasthan Housing Board is allotting properties in accordance of provision of Rajasthan Housing Board (Disposal of Property) Regulations, 1970 thus wherever the above definition or subsequent provision mentioned in this agreement are not in consonance with the provisions of Rajasthan Housing Board Act, 1970 or Rajasthan Housing Board (Disposal of Property) Regulations, 1970, then provision of the Act and Regulations will supersede conditions/terms mentioned in this agreement.

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WHEREAS THE BOARD DECLARES THAT,-

A. The Board is a body constituted under the Rajasthan Housing Board Act, 1970 (Act No. 4 of 1970). The Board is governed by Rajasthan Housing Board (Disposal of Property) Regulations, 1970 for disposal of property. According to which Board is require to allot the houses under various scheme either by way of allotment, by way auction, by way of lottery for GRS/SRS/SFS or hire purchase under Rajasthan Housing Board (Disposal of Property) Regulations, 1970 specifically governs the allotment criteria, eligibility of allotment,allotment procedure, fixation of price, execution of agreement, reservation of house, manner of payment of disposal price, etc. Accordingly Board is governed by these regulation and allotment is made in accordance of these rules & regulation. Thus the Board will comply the provision of the Act to the extent it does not conflict with the provision of Rajasthan Housing Board Act, 1970 and Rajasthan Housing Board (Disposal of Property) Regulations, 1970.

B. The Board is constituted as a local authority and empowered under the Rajasthan Housing Board Act, 1970 is competent to sanction & approve map, plan & scheme of the Real Estate Project.

C. The said land is earmarked for the purpose of residential[commercial/residential/any other purpose] project, comprising (B+S+9) storied apartment buildings and [insert any other components of the Projects] and the said project shall be known as UDHYAN APARTMENT,Sector 21 E,CHOPASNI HOUSING BOARD,JODHPUR MIG-B 36 Nos.BLOCK K, (B+S+9), ("Project")

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

E. The Land is free from all encumbrances.

F. The Board has conceived, planned and is in the process of constructing and developing a real estate project known as "UDHYAN APARTMENT, CHOPASNI HOUSING BOARD JODHPUR", (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 18560.00 square meters situated at "UDHYAN APARTMENT, CHOPASNI HOUSING BOARD JODHPUR" and latitude & longitude of the end points of the Project are (i) Longitude 26.25258803054513 Latitude 72.9787029325962(ii) Longitude 26.25242926436336 Latitude 72.9789899289608 (iii) Longitude

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26.252191114683864 Latitude 72.97876730561256 (iv) Longitude 26.25237393670357 Latitude 72.9784668982029 respectively. The location details are fully described in the Schedule I.

G. 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 Board and Project are also available in the website (www.....) of the Authority.

H. The details ofLayout plan and Floor plan of the Apartment and for tower/ block of the Project is given in Schedule 2 & 3.

I. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided are described in Schedule4.

J. The details of salient features of the proposed Project are described in Schedule 5.

K. The details of other external development works to be taken for the Project are described in Schedule 4.

L. The details of specifications of material used in construction are described in Schedule 6.

M. The project shall be completed by01.04.2018 expected.

N. NOC from various Government Department/ Authorities such as Fire Fighting, Airport Authority of India, Environmental Clearance, Public Health & Engineering Department wherever needed or required for project will be taken in due course.

O. The Board has opened a separate account in Branch of Onkarmal Somani College Jodhpur of Union Bank Of India Bank for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.

P. The Allottee(s), being aware of the Project and details given in the advertisements/ booklet about the Project made by the Board 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 amount as per allotment letter and lease money as well as other dues under this Agreement as per terms and conditions of this Agreement.

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Q. The Allottee 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 parking no. ..... admeasuring ..... square feet in the ..... 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- ..... and the floor plan of the apartment is annexed hereto and marked as Schedule .....

R. 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.

S. 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;

T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Board hereby agrees to allot and the Allottee hereby agrees to accept the allotment as per rules and regulations specified in subsequent paras.

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

(i) The allottee hereby absolves the Board of the liabilities in respect of any rates, taxes, charge and all assessment of other description which are now or at any time hereinafter be assessed imposed upon the said property hereby upon the allottee in respect of the said property by the local body concerned or by the State or Central Government or by any local authority.

(ii) The condition stipulated in the lease deed (which shall be deemed to the forming the parts of these presents) by which the lease hold rights of the land on which the allottee stands have been granted, shall apply mutatis mutandiesto this conveyance and the allottee shall be bound to observe them and shall not be permit anything to be done in contravention of the said conditions.

(iii) Since the land/house/flat is allotted on lease hold basis by executing separate lease deed, the allottee is liable to pay lease money or any other taxes, duty cess or fee in accordance of rules and regulations made by the State Government / Local authority/ Board.

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the

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Boardhereby agrees to allot to the Allottee(s) and the Allottee(s) hereby agrees to accept the allotment and take possession of the Apartment/Flat as specified in para'....'.

1.2 The Allottee(s) shall have right transferred as per rules and regulations of the unit under Applicable Laws as specified in "Schedule .....", as per RHB & RERA Law.

1.3 Parking space assigned to the Allottee(s)shall be understood to be together with theUnit and the same shall not have any independent legal entity detached or independent from the said Unit.

2. Allotment Price:

2.1 The Allottee agrees to get allotted from the Board and the Board agrees to allot to the Allottee(s), the Unit, more fully described in the Schedule hereunder.The pricing of unit will be worked out in accordance of rules 6 of Rajasthan Housing Board (Disposal of Property) Regulations, 1970.In addition to the above payments, the Allottee(s) shall also be liable to pay maintenance charges and various other charges/outgoing as decided by Board from time to time.

2.2 The Total Consideration above includes the booking amount of Rs..... (Rupees.....) paid by the allottee to the Board towards the Apartment / Plot as mentioned in Para _____.

2.3 The Allottee shall also be liable to pay taxes such as GST and Cess or any other similar taxes (not being income-tax) which may be levied or modified, in connection with the construction of the Said Project. Provided further that the 'Total Consideration of the Unit includes pro-rata share in the Common Areas and Facilities of the Said Project and that of Whole Project and parking(s) as provided in the Agreement.

2.4 The above Total Consideration does not include the stamp duty and registration charges and/or any other charges applicable at the time of registration of this Agreement(s), Lease Deed, Conveyance(s), Transfer Deed etc. in respect of the Said Unit. The same shall be borne and paid by the Allottee(s) and the Board shall not be liable to contribute any amount towards such expenses. Further, the Total Consideration above does not include maintenance deposit, maintenance charges, upfront maintenance charges, documentation charges and all other outgoing charges.

2.5 That the computation of the allotment money cost of developed land, construction of not only the Unit but also, the Common Areas and Facilities of the Said Project, charges/expenses for internal development works and

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external development works, taxes, and includes cost for providing all other facilities as provided within the Said Project.

2.6 The aforesaid Total Consideration includes the proportionate cost of facilities / specification specified in schedule as required by existing rules and regulations. If due to any subsequent legislation/Government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code, additional fire safety measures 'are undertaken then the Allottee(s) undertakes to pay, within thirty (30) days from the date of written demand alongwith copies of notifications/orders by the Board, such additional expenditure incurred thereon in proportion to the Built-Up Area of his /her/their/its Unit to the total built-up area of all the Unit in the Said Project.

2.7 It is made clear that the carpet Area of the Unit as mentioned above is tentative and is subject to some change till the completion of construction of the Said Project. After construction of the Building/Said Project is complete and completion/occupancy certificate is granted by the Engineer Incharge of the project, the Engineer Incharge shall take final measurement of the Unit and shall issue a certificate specifying the actual Carpet Area, Built-up Area and Super Area of the Unit and such certificate shall be final and binding on both the Allottee(s) and the Board. Total Consideration payable shall be recalculated by the Board on the basis of the final measurement of the Unit. If there is reduction in the carpet area than the Board 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 Boardmay 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.

2.8 The allottee is required to make payment in accordance of provision of Rajasthan Housing Board (Disposal of Property) Regulations, 1970.

2.9 The installments / amount payable by the Allottee(s) shall be paid within stipulated time as mentioned in Schedule ..... or on demand by the Board through Account Payee Cheque / Demand Draft or Online Payment (As applicable) in favor of _____ payable at _____ . In case cheque payment not realized within 10 days due to any reason, allottee shall be liable to pay interest for delay period. If the Allottee(s) make(s) delay or default in making payment of any due installments and/or any other amount payable by him / her / them / it, the Allottee(s) shall be liable to pay interest to the Board on all such amounts and installment from the

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date of default till payment to the Board. 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 Board and the Allottee(s).

2.10 The Board shall intimate to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment within the time period prescribed in the intimation. In addition, the Board 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.

2.11 The Board may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) or the interest on delayed payment of installmentor other charges levied from time to time according to scheme framed from time to time. 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 Board. However granting of such rebate/ concession/ waiver is at the sole discretion of Board.

2.12 The Allottee(s) further agrees and undertakes to keep the Board indemnified against any such claim or demand that may be made by any statutory authority on account of failure of the Allottee(s) fulfill his obligations. In case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Board shall be increased / reduced in accordingly.

2.13 the Board agreed and acknowledges (except in case where allottees considered under a condition of default) the Allottee shall have the right to the Apartment/ Plot as mentionedbelow:

- The Allottee(s) shall have right of use the Apartment/flatsubject to rules & regulation of Rajasthan Housing Board (Disposal of Property) Regulations, 1970.

- The Allottee(s) shall also have undivided proportionate right 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 Board shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in theAct;

- That the computation of the allotment amount of the Apartment/ flat

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includes recovery of cost of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, as per Term No..... etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and theProject;

- The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/Plot.

2.14 It is made clear by the Board and the Allottee agrees that the Apartment/ Plot along with Covered /open common 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 amenitiesshallbe available only for use and enjoyment of the Allottee(s) of the Project.

2.15 The Boardhereby represent that they have not taken any loan from bank or financial institution on the said project and project is free from all encumbrances.

3 MODE OFPAYMENT:

Subject to the terms of the agreement and the Board abiding by the construction milestones, the Alottee shall make all payments, on written demand by theBoard, within the stipulated time as mentioned in the payment plan. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Board 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 Unit in any way and the Board shall issue the payment receipts in favor of the Allottee(s) only.

4 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

4.1 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 thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of

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immovable properties in India etc. and provide the Board with such permission, approval which would enable the Board 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 2 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 totime.

4.2 The Board accepts no responsibility in regard to matters specified in Term 4.1 above. The Allottee shall keep the Board 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 solve responsibility of the Allottee to intimate the same in writing to the Boards immediately and comply with necessary formalities if any, under the applicable laws. The Board 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/Plotapplyforhereininanywayandthe Promote shall be issuing the payment receipts in favor of the Allottee only.

5 ADJUSTMENT/ APPROPRIATION OFPAYMENTS:

The Board shall have the right to adjust / appropriate the installment amount received from the Allottee(s) first towards the interest and other sum if any, due from the Allottee(s) and the balance, if any, towards the Total Consideration.

6 TIME IS ESSENCE:

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

7 CONSTRUCTION OF THEPROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot 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 Board. The Board 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 Board 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

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prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Board shall constitute a material breach of this Agreement.

8 **POSSESSION OF THE APARTMENT/PLOT**:

8.1 **Schedule for possession of the said Apartment of Plot** – The Board 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 Board 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 within——, 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 Board 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 Board to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Board shall refund to the Allottee(s) the entire amount received by the Board from the Allottee with interest within forty-five days from that date. The Board 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 Board and the Board shall be released and discharged from all its obligations and liabilities under thisAgreement.

8.2 The Allottee shall be deemed to have taken possession of the Unit on the 60th day of the date of offer of possession thereof and such date shall be called "deemed date of possession" irrespective of whether the Allottee takes actual physical possession thereof or notwithstanding that the Board has held the right of taking possession of the Unit to the Allotteeon account of the Allottee failing to pay all pending dues under this Agreement. All the risk and rewards in respect of the Unit shall be passed on to the Allottee only after the deemed date of possession and from that day onwards he/ she shall have deemed to be the Allottee of said Unit subject to the fulfillment of other terms and conditions of this Agreement. The Board 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 Board. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Board/Maintenance Agency, as the case may be.

8.3 **Possession of the Allottee:** After obtaining the Completion certificate/ Occupancy Certificate and handing over the physical possession of the

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Unit to the Allottee(s), it shall be the responsibility of the Board to hand over the necessary documents and plans, including common areas, to the Maintenance Agency or the nominee / assignee of the Maintenance Agency or the Competent Authority, as the case may be, as per the local laws.

8.4 If the Board fails to comply or is unable to give possession of the said Unit in accordance with the terms of this Agreement or due to discontinuance of business as a Developer on account of suspension or revocation of registration or due to any other reason under the Provisions of the Act or the Rules or Regulations made there-under, the Allottee(s) shall be entitled to claim the refund of amount paid along with interest and the compensation as may be decided in the manner as provided under the Act, from the Board. Provided further that where if the Allottee does not intent to withdraw from the Project the Board 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 Board to the Allottee within forty-five days of it becoming due. In case due to any practical reasons, project is not completed in prescribed time limit and Board offer to allottee to get back his deposited amount along with interest andallottee does not accept the offer within 30 days, he shall not be entitled to get interest for subsequent delay period of completion.

8.5 The Allotteeshall make timely payment of all amounts under this Agreement whether demanded or not by the Board. In case of default of payment of any amount pertaining to any installment/any other sum payable by the Allottee, the Allotteeshall have to pay interest at the rate of _____ per annum compounded every month on all the amounts which become due and payable by the Allotteeto the Board under the terms of this Agreement. It is specifically agreed that the time for payment of the consideration amount by the Allotteeto the Board as set out in Schedule hereunder written, shall be the essence of this Agreement. Provided further that any amount made by the Allotteeto the Board shall be first appropriated towards interest, if any, and the balance towards the principal amount.

8.6 **Failure of Allottee to take Possession of Unit:** As soon as the "Unit", agreed to allotted to allottee'sis completed, the Board shall notify to the Allottee(s) of the Unit having been completed. Within 60 days from the date of written notice/ intimation, the Allottee(s) shall take possession of the Unit from the Board by executing necessary indemnities, undertakings and such other documentations in accordance with this Agreement and the Board shall give possession of the Unit to the Allottee(s). In the event of the failure of the Allottee(s) to take over the possession as aforesaid, then the Board shall have the option to cancel this Agreement and forfeit booking amount/ Registration amount paid by the Allottee and refund balance amount without any interest or the Board may without prejudice to its rights under any of the clauses of this Agreement, decide to condone the delay by the Allottee(s) in taking possession of the said Unit on the condition that the Allottee(s) shall pay the Board the following amount:-

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(i) The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.

(ii) Maintenance charges from the date of offer of possession as per notice of possession.

(iii) Holding/ safeguarding charges @ 0.1% per month on the Total Consideration of the Unit.

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee exceeds 15 days, the Board at its discretion, without prejudice to its rights as mentioned hereinabove, shall be entitled to presume deemed possession by the allottee or may terminate this Agreement and forfeit booking amount paid by the Allottee(s) and refund balance amount without any interest.

8.7 **Cancellation by Allottee(s):-** The Allottee(s) shall have the right to cancel / withdraw his allotment in the Said Project as provided in this Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Board, the Board 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 Board to the Allottee(s) without interest within 15 days after resale of the Unit.

8.8 **Taxes, Charges, Duties, Cess, Etc.:-** The Allottee(s) understands and agrees that in case of cancellation of this Agreement in accordance with this clause, either by the Allottee(s) or by Board, any taxes, duties, cess, etc. paid by the Allottees(s) and deposited by the Board to the concerned department/authority in respect of the said Unit shall also be forfeited by the Board in addition to booking amount.

8.9 **Compensation** – The Board 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.

9 REPRESENTATIONS AND WARRANTIES OF THE BOARD:

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

9.1 The Board 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;

9.2 The Board has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

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9.3 There are no encumbrances upon the said Land or the Project;

_____

(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)

9.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

*** (In case there are any litigation pending, provide detail of such litigation)**

9.5 All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Board has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Unit and common areas and facilities of the said Project and Common Areas and Facilities of Whole project;

9.6 The Board 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;

9.7 The Board has not entered into any agreement for allotment 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;

9.8 The Board confirms that the Board is not restricted in any manner whatsoever from allotting the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

9.9 At the time of execution of the conveyance deed the Board shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas and facilities of the said project to the Maintenance Society;

9.10 The Board has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

9.11 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 Board in respect of the said Land and/or the Project.

10 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- The Board fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 8.1 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 competentauthority;
- Discontinuance of the Board's business as a developer on account of suspension or revocation or expiry of registration or due to any other reasonsunder the provisions of the Act or the rules or regulations made thereunder.

10.2 In case of default by the Board under the conditions listed above, Allottee(s) is entitled to thefollowing:-

- Stop making further payments to the Board as demanded by the Board. If the Allottee(s) stops making payments, the Board 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
- The Allottee(s) shall have the option of terminating the Agreement in which case the Board shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

10.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the followingevents:

- In case the Allottee(s) fails to make payments for 3 consecutive demands made by the Board 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 Board on the unpaidamount.
- In case of default by Aloottee under the conditions listed above

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continues for a period beyond 3 consecutive months after notice from the Board in this regard, the Board may cancel the allotment of the Apartment/ Plot in favouroftheAllottee(s)andrefundthemoneypaidtohimbythe Allottee(s) by deducting the booking/ registration amount and the interestliabilities and this Agreement shall thereupon stand terminated :

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

11 CONVEYANCE DEED OF THE SAID APARTMENT/ PLOT:

The Land under and appurtenant to a property shall be allotted on perpetual lease hold basisto allotteeon such terms & conditions as specified under Rajasthan Housing Board Disposal of Property Regulation, 1970.The sale deed /conveyance deed/ lease deed (As the case may be) shall be executed and got registered and title of the Unit together with right to use the unit together with common areas and Facilities of the Said Project shall be conveyed by the Board in favor of the Allottee(s) within a period of three (3) months from the date of issue of Occupancy Certificate, subject to payment of entire Total Consideration, and interest, if any, and all other dues of the Board by the Allottee(s) in terms of this Agreement which shall be demanded by the Board at the time of offer of possession and subject to compliances of all other relevant terms and conditions of this Agreement. The cost of stamp duty, registration charges and other incidental charges expenses will be borne by the Allottee(s).

However, in case -the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Board to withhold registration of the conveyance deed/lease deed/ sale deed (As the case may be) in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Board is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.

12 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

12.1 The Board has represented to the allottee that the project shall be maintained till the maintenance society is not formed for maintenance & upkeep of the project. Constitution of maintenance society shall be formed in accordance of Board circular No. 168 dated 04.05.2011 main provision of this constitution of society is as under :

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(i) Maintenance society will be constituted as soon as the possession of 50% flat has been handed over to allottee.

(ii) Samiti will be constituted by carrying out election process, out of the allotteein samiti's general body meeting in the presence of Dy. Housing Commissioner/ Resident Engineer.

12.2 **Right to enter the Unit for repairs: T**he Board/ Maintenance Society shall have rights of unrestricted access of all common areas and facilities of the said Project/Whole project, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Board/Maintenance Society to enter into the Apartment/ Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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

14 USAGE:

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

15 GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:

15.1 The Allottee(s) shall, after taking the possession of the Unit, be solely responsible to maintain the said Unit at his/her own cost, in good condition and shall not be cause to be done anything in or to the said Unit or the staircases, common passages, corridors, circulation, areas etc. which may be in violation of any laws or rules of any authority of change of alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good

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and tenantable repair and maintain the same in a fit and proper condition and ensure that the support shelter etc. of the building or pertaining to the Said Building/ Said Project in which the said Unit is located is not in any way damaged or jeopardized.

15.2 It is further agreed by the Allottee(s) 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 Board/ Maintenance Association and nowhere else. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Board 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

15.3 The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Board or Maintenance 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 shall abide by all the rules and regulations of Rajasthan Housing Board Disposal of Property Regulation, 1970.

15.5 The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/ Building's/Said Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/company for the maintenance of Said-Project/Whole Project.

15.6 The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole Project

15.7 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.

15.8 **Entry regulation:** It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project/Whole Project.

15.9 The Allottee(s) shall not use the said Unit for any purpose other than the use specified in allotment letter and Rajasthan Housing Board Disposal of Property Regulation, 1970, nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal of immoral purpose. The

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Allottee(s), for himself/herself/themselves with intention to being a person into whomsoever hands the said Unit may come, also undertakes that:

(i) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or use so heavy as to endanger the construction or structure of the Building and shall not carry or cause to be carried heavy package, which may damage or are likely to damage the staircase, common passage or any other structure of the said Building including the entrance of the Building.

(ii) Not to damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the said Unit without the prior written permission of the Board.

(iii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Building/Said Project/Whole Project in which the said Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project/Whole Project and/or the said Unit.

(iv) Not to throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the said Unit in the compound or any portion of the Scheduled Land and the Building in which the said Unit is situated.

15.10 **Signage:-** The Allottee(s) shall not be entitled to display or affix signage or sign board on any outer walls of the Building or the Unit or the Common Areas and Facilities of the Said Project/Whole Project save to the extent at the place specified from time to time by the Board.

15.11 **Taxes and levies**:- The Allottee(s) shall be liable to pay from the date of his/her/their/its possession of said Unit, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local " body or authority and so long as the said Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Built-Up Area of said Unit.

15.12 **Alteration in the Unit**:- The Allottee(s) shall not make any such additions in the Unit so as to cause blockage or obstruction in the Common Area and Facilities within the Building/ Said Project/Whole Project and/or to cause any structural damage or encroachment to the structure of the Building in the Said Project. The Allottee(s) however undertakes that it shall not divide/ sub-divide the Unit in any manner.

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 Board/Maintenance Society and the Board/Maintenance Society may permit the same subject to the following conditions:

(i) any dues of whatsoever nature owing to the Board/ Maintenance Society are fully paid.

(ii) The work of interior adaptation undertaken by the Allottee(s) shall not obstruct or affect the construction of the Building or the interior work

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being done by any other allottee of Apartment in the Building or cause any nuisance of any kind, which may be objectionable to the Board/Maintenance Society, or any other allottee of Apartment(s) and area(s) in the Said Project. In case, the Allottee(s) does not remove such nuisance or obstruction as aforesaid after notice by the Board/Maintenance Society, the Board/Maintenance Society shall have the right to cancel the permission forthwith.

(iii) The Allottee(s) shall ensure complete safety of material and the equipment kept in the Unit, to be used or useable in the interior works undertaken by the Allottee(s) and the Board/Maintenance Society shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Board/Maintenance Society shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) itself/himself/ themselves. The Allottee(s) shall indemnify and keep the Board/Maintenance Society harmless against all such claims or liabilities.

(iv) That Allottee shall be permitted to carry out at his/her own cost but without damaging the main structure of the Unit, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee(s). Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee(s) shall not carry out such additions or alterations or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and obtaining such sanction/permission on payment of fee, tax, etc., would be the responsibility of the Allottee(s).

(v) The Allottee(s) shall not damage or cause any harm to the structure of the Unit or any part of the Building in the process of carrying out the interiors and in case any damage is caused, the Allottee(s) shall be liable to rectify such damage at his own cost and expenses or shall reimburse Board/Maintenance Society for any expenditure incurred in repair in the or replacing or rectifying any damage/harm caused to any part of the Building due to the default of the Allottee(s).

15.14 Power Backup:-The power back up facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Association in providing the same.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Allottee is entering into this Agreement for the allotment of an Unit with

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the full knowledge of all laws, rules, regulations, notifications applicable to the Whole Project in general and the Said Project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken possession for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his/her own cost.

17 ADDITIONALCONSTRUCTIONS:

The Board shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. However, various facilities/ services/ development works/ amenities, which may be provided as part of subsequent phases of Whole Project and which does not form part of Common Areas and Facilities of Said Project, may be changed depending upon the nature, requirements and market demand and the Board shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affea the Allottee(s) directly.

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

18. Functions and duties of the Board

18.1 The Board shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the rules and Rajasthan Housing Board Disposal of Property Regulation, 1970 made there-under or to the Allottee(s) as per this Agreement, or to the Maintenance Agency, as the case may be, the Common Areas and Facilities of Said Project to the Maintenance Agency or the Competent Authority, as the case may be. Provided that the responsibility of the Board, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14 of Act, shall continue even after the conveyance deed of the Unit, to the Allottee(s) are executed.

18.2 The Board shall be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the Allottee(s) and to the Maintenance Agency;

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18.3 The Board shall be responsible for providing and maintaining, the essential services, on reasonable charges, till the taking over of the maintenance of the Said Project by the Maintenance Association as per Section 11 (4) (d) of the Act;

18.4 The Board has represented to the allottee that the project shall be maintained till the maintenance society is not formed for maintenance & upkeep of the project. Constitution of maintenance society shall be formed in accordance of Board circular No. 168 dated 04.05.2011 main provision of this constitution of society is as under :

(i) Maintenance society will be constituted as soon as the possession of 50% flat has been handed over to allottee.

(ii) Samiti will be constituted by carrying out election process, out of the allottee in samiti's general body meeting in the presence of Dy. Housing Commissioner/ Resident Engineer.

18.5 The Board shall execute a registered conveyance deed/ lease deed in favour of the Allottee(s) along with the undivided proportionate title in the Common Areas and hand over the facilities area of the Said Project to the Maintenance Association or the Competent Authority, as the case may be, and hand over the physical possession of the Unit, to the Allottee(s) and the Common Areas and Facilities to the Maintenance Association or the Competent Authority, as the case may be.

18.6 On the Allottee not clearing all his dues along with interest within 60 days from the due date, or the said amount becoming payable and/or committing default in payment on due date under this Agreement twice and/or on the Allottee committing breach of any of the terms and conditions herein-contained, the Board shall be entitled at its own option to cancel and terminate this Agreement in which event all rights, title and interest of the Allottee over the "Unit" shall stand extinguished and the Allottee shall have no further right, title and interest over the "Unit" and the Board shall be entitled to transfer/ sale the "Unit" to any other person.

18.7 The Board may cancel the allotment only in terms of this Agreement. Provided that the Allottee(s) may approach the Regulatory Authority for relief, if he is aggrieved by such cancellation and such cancellation is not in accordance with the terms of this Agreement, unilateral and without any sufficient cause

19 BOARD SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Board executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ 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 Apartment/ Plot/ Building.

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20. Obligations of the Board regarding veracity of the Advertisement or Prospectus regarding the Project:

20.1The Allottee(s) has made an advance of a deposit on the basis of the information contained in the scheme booklet (copy of which attached as Annexure), if the Allottee(s) sustains any loss or damage by reason of any incorrect, false statement included therein, which shall be adjudicated in accordance with the Act, he shall be compensated by the Board in the manner as provided under the Act.

20.2 Provided that if the Allottee(s) affected by such incorrect, false statement contained in the scheme booklet or the model Unit, as the case may be, intends to withdraw from the Said Project, he shall be returned his entire investment along with interest and the compensation in the manner provided under the Act.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Board does not create a binding obligation on the part of the Board or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules at the address of the Board 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 as and when intimated by the Board. If the Allottee(s) fails to execute and deliver to the Board 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 Board, then the Board shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the Board may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever within 45 days from the date of termination.

22. ENTIREAGREEMENT:

This Agreement, along with its preamble, recital, schedules and the terms and conditionscontained in this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions (not being inconsistent with the provisions of the Act and rules/regulations made thereunder) must be set forth in writing in a separate Agreement signed between the Parties.

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

This Agreement supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENTALLOTTEES:

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

24. WAIVER NOT A LIMITATION TOENFORCE:

24.1 The Board 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 Board in the case of one allottee shall not be construed to be a precedent and /or binding on the Board to exercise such discretion in the case of otherallottees.

24.2 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 everyprovision.

25 SEVERABILITY:

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

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

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

27 FURTHERASSURANCES:

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.

28 PLACE OF EXECUTION:

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

29 NOTICES:

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

M/s.....(Board's name)	Allottee(s) name
Estate Manager, Rajasthan Housing Board, Circle-II, Jodhpur,	Address..... Mobile No..... E Mail Id :.....

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 Board or the Allottee(s), as the case maybe.

30 JOINTALLOTTEE:

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That in case there are Joint Allottees all communications shall be sent by the Board 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).

31. Transfer of the Project to third party:

31.1 The Board shall not transfer or assign his majority rights and liabilities in respect of Said Project to a third party without obtaining prior written consent from two-third allottees, except the Board, and without the prior written approval of the Regulatory Authority. Provided that such transfer or assignment shall not affect the allotment or sale of the Unit in the Said Project made by the erstwhile Board. (Here the number of allottees shall be considered as per Explanation given in sub-section (1) section 15 of the Act).

31.2 On the transfer or assignment being permitted by the Allottee(s) and the Regulatory Authority, the intending Board shall be required to independently comply with all the pending obligations under the provisions of the Act of the rules and regulations made thereunder, and the pending obligations as per this Agreement entered into by the erstwhile Board with the Allottee(s). Provided that such transfer or assignment shall not result in extension of time to the intending Board to complete the Said Project and he shall be required to comply with all the pending obligations of the erstwhile Board, and in case of default, such intending Board shall be liable to the consequences of breach or delay, as the case may be, as provided under the Act or the rules and regulations made thereunder.

32 **Duties and Responsibilities of the Allottees:**

32.1 The Allottee(s), shall be responsible to make necessary payments in the manner and within the time as specified in this Agreement and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent lease rent, and other charges, if any.

32.2 The allottee(s) shall be liable to pay interest, for any delay in payment towards any amount or charges to be paid under this Agreement.

32.3 The Allottee(s) shall participate towards the formation of a Maintenance Association.

32.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project/Whole Project

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shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Society and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Society from time to time.

32.5 The Allottee shall take physical possession of the Unit, within a period of two months of the occupancy certificate issued for the said Unit, after depositing all dues to Board and fulfilling necessary formalities.

32.6 The Allottee(s) shall participate towards registration of the conveyance deed of the Unit, as provided under sub-section (1) of section 17 of the Act.

32.7 The Allottee(s) agrees to contribute to the Board or its assignee towards creation of water sourcing fund to meet cost of infrastructure to be created for the arrangement, storage, distribution and supply of water from bore well, pipeline and/ or treatment plant (from the said fund)as required and deemed fit by the Board. In addition, to the above, Allottee(s) shall have to pay to the Board separate monthly charges for usage of water and meter charges.

32.8 The Allottee(s) agrees and understands that except as expressly provided herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Board, which it shall be free to deal with, in accordance with applicable laws

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

33.Loan/Finance

The Board shall have the right and authority to raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of sale deed, the Board shall obtain an NOC from the concerned Bank/Financial Institution to execute Agreement to Sale in favour of the Allottee(s).

However, the Board, after the execution of this Agreement, shall not mortgage or create a charge on the Said Unit and if any such mortgage or Charge is made or createdthen notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit.

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34. **Allotment not dependent on financing contingency:-** The Allottee(s) may obtain finance from any financial institution, bank or any other source but the Allottee(s) obligation to get allotment the said Unit and making of all payments pursuant in this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said Unit.

35. **Name of the Project:** That the Whole Project shall always be known as "UDHYAN APARTMENT, CHOPASNI HOUSING JODHPUR" and the Said Project shall always be known as "MIG-B (B+S+9) 36 Nos. flats,BLOCK K Sector 21 E, UDHYAN APARTMENT, CHOPASNI HOUSING JODHPUR" and the name of the Whole Project and the Said Project shall not be changed except with the consent of the Board.

36. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Board under the agreement, under the Act, the rules or provision of Rajasthan Housing Board Disposal of Property Regulation, 1970 & Rajasthan Housing Board Act. 1970.

37. GOVERNINGLAW:

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

38. **DISPUTE RESOLUTION:**

38.1 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/issues shall be settled in the manner as provided under the Rajasthan Housing Board (Disposal of Property) Regulations, 1970.

38.2 In case dispute is not resolved between the Board and the Allottee(s), as per para 41.1, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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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 suchon the day first above written.

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

Passport size photograph with signature across the photograph
Signature (Name)

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

BOARD For and on behalf of M/s

Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

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SCHEDULE-1

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

Name of Revenue village and Tehsil	Khasra No.	Area (in sq.meters)
JODHPUR	Old Khasara No. 848/1/751,849/751,849/1/751, 850/751,851/751,852/751,853/ 751,853/1/751,855/751,856/75 1,857/751,878/751,880/751,88 1/751,860/751,864/751,863/75 1,866/751,867/751,869/751,87 2/751,884/751,885/751,861/75 1,862/751,868/751,870/751,84 1/751,846/751	18560.00
	Total Area	18560.00

or

Name of Scheme/Colony and	Plot No.	Area (inmeters)

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

In North	COLONY Road
In South	COLONY Road
In East	COLONY Road
In West.....	COLONY Road

AndmeasuringNorth to South ---------East to West ---------

3. Latitude/ Longitude of the end points of theProject

In North	(i) Longitude 26.25258803054513 Latitude 72.9787029325962
In South	(ii) Longitude 26.25242926436336 Latitude 72.9789899289608

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In East	(iii) Longitude 26.252191114683864 Latitude 72.97876730561256
In West.....	(iv) Longitude 26.25237393670357 Latitude 72.9784668982029

4. Other details of the location of theProject

5- LocationMap :Enclosed Schedule 2.

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4

[Description of the Apartment/Plot and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

Part A

[Description of the Apartment/Plot and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

	Particulars	**il**
	Unit No.	
	Floor	
	Type	
	Parking No.	
	Phase	
	Carpet Area	
	Exclusive Balcony	
	Build-up Area	
	Super Area	

The above flat bearing no. _____ shall comprise of the following:

i) Carpet Area comprised within the unit. However, the roof of the Unit shall be used both as the roof of the Unit as well as the floor of

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the unit or units constructed above it and similarly the floor of the Unit shall be used both as the floor of the Unit as well as the roof of the unit or units below it and the roof and the floor of the unit shall jointly belong to the Allottee and the Allottee of the other units directly above and under the unit.

ii) The walls and columns, if any, within and outside the unit save the wall or walls separating the Unit from the other unit or units on the same floor shall belong to the Allottee and the said common wall or walls separating the Unit from other unit or units on the same floor shall jointly belong to the Allottee and Allottee or Allottees of other such unity or units.

iii) The proportionate indivisible share in common area and facilities shall jointly belong to the Allottee and the Allottee of other units in the said Building.

iv) The Super Area disclosed is for comparison purpose only and is equivalent to ___ times of the Built-up Area of the flat comprised in the Unit and the said multiplication factor has been arrived at after taking into account the proportionate Area comprised in Common Areas and common facilities in the Building and in the Complex and other relevant parameters and for commercial consideration.

Part B

Floor Plan of the Apartment and Block/Tower in the said project

Enclosed :-Annx. 4

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Board at time of booking of Units in the Project)

General Specifications of Construction

i. R.C.C. Foundations.

ii. R.C.C. work in slab, Plinth/lintel band.

iii. Block masonry in superstructure in cement sand mortar.

iv. Plaster in cement sand mortar.

v. Vitrified Tiles/ Marble flooring.

vi. Steel Door and Window Frames.

vii. Flush door shutters with steel fittings.

viii. Interior distemper/ Paint and Exterior water proof cement paint.

ix. CP Toilet fittings, Kitchen, Sink and Vitreous China WC/ Wash

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basin.

x. Concealed PVC conduits with standard (flexible) copper wire, MCBs.

xi. Granite Kitchen table top.

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Board at time of booking of Units in the Project)

Development work

1. Cement Concrete Road
2. External Electrification.
3. External Sewer System.
4. Water supply System.
5. Water harvesting System.
6. Parking:- CC. WORK.

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

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भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

T 548771

Affidavite

I C.R.DEPAN S/o Late Sh. Rikba Ram, aged 59 years, in capacity of Resident Engineer, Rajasthan Housing Board, Div.- I, Jodhpur do hereby declare as under :-

2. That the agreement for sale/Builder buyer agreement of our project MIG-B (B+S+9) 36 Nos. flats,BLOCK K Sector 21 E, UDHYAN APARTMENT, CHOPASNI HOUSING JODHPUR is in accordance to the Form-G of Real Estate Regulation and Development Act. 2016
3. That none of the terms and condition of the agreement of sale presented by us violate the laws and rules of the Real Estate (Regulation and Development) Act. 2016 & Rajasthan Real Estate (Regulation and Development) Rules 2017.
4. That if any contradiction arises in the future the deponent will be responsible for it.

Deponent
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Verification

I C.R.DEPAN S/o Late Sh. Rikba Ram, aged 59 years, in capacity of Resident Engineer, Rajasthan Housing Board, Div.- I, Jodhpur declare on oath that facts mentioned above are true and correct.

Deponent
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R. N. Agarwal

ATTESTED