

ALLOTMENT LETTER

Dated: _____

Mr./Ms./Mrs. _____

Co- Appl. _____ (if, any)

Sub: Letter of Allotment of Villa in _____ Affordable Group Housing Project, "Unique Ashray" situated at Khasra No. 2496/04 & 2497/04 at Sarhad Mauja-Mabaar, Patwar Halka, Mahabar Tehsil and District Barmer, Rajasthan

Dear Sir/Madam,

Heartily Congratulations!!!

We are delighted to inform you that you have been allotted a Villa bearing no. _____ in having tentative carpet area of _____ sq. ft. and exclusive balcony area of _____ sq. ft., super built up area of _____ sq. ft ("Unit"), against your Registration/Application no. _____ dated _____ ("Application Form"), in our Affordable Housing Project "Unique Ashray" ("Project"), being developed upon Khasra No. 2496/04 & 2497/04 at Sarhad Mauja-Mabaar, Patwar Halka, Mahabar Tehsil and District Barmer, Rajasthan ("Scheduled Land"), in accordance with terms and conditions of said Application Form and this Allotment Letter.

The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Space Buyer Agreement/Agreement to Sell, proposed to be signed with you, including the timely payment of total sale consideration and other payments as per the payment schedule mentioned in this Allotment Letter.

For any query, please feel free to visit our Site or corporate office at **4th Floor, Unique Destination, Opp. Laxmi Mandir Crossing, Tonk Road, Jaipur, Rajasthan - 302015** and can also call on _____ / _____ and we would be happy to assist you. You can also e-mail to us on _____.

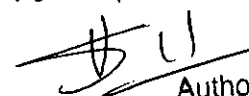
Assuring you the best of our services.

You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A RESIDENTIAL UNIT IN THE AFFORDABLE HOUSING PROJECT NAMED "UNIQUE ASHRAY".

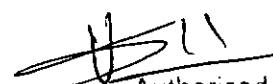
1. The provisions, guidelines, etc. mentioned in the Chief Minister Jan Awas Yojana, 2015 ("CMAY"), Real Estate (Regulation and Development) Act, 2016 ("Act"), Rajasthan Real Estate (Regulation and Development) Act, 2017 and amendments thereto shall be binding on the Allottee(s).
2. The Project has been registered with the Real Estate Regulatory Authority on dated _____ and the Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Regulatory Authority. The details of the Promoters and the Project are also available on the website (www. _____) of the Regulatory Authority as required under Real Estate (Regulation and Development) Act, 2016 ("Act").
3. The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of Super Built Up Area or calculated @ Rs. _____/ Rupees _____ only) per sq. ft. of Carpet Area, including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit").
4. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):
 - (a) Maintenance charges as per Clause 12 : Rs. _____/- (Rupees _____ only);
 - (b) Service Tax/GST: Rs. _____/- (Rupees _____ only);
 - (c) Proportionate cost of insurance of Project Land and Project: Rs. _____/- (Rupees _____ only);

For Unique Apex Developers LLP



Authorised Signatory

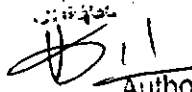
5. The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs. _____/- (Rupees _____ only), which shall hereinafter be referred to as "**Total Payable Amount**".
6. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, VAT/Service Tax/Cess or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Unit, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project and more specifically detailed in Annexure-I annexed herewith.
7. The Allottee(s) shall pay the Total Payable Amount less registration amount of Rs. _____ i.e. Rs. _____/- (Rupees _____ only) strictly in accordance with the Payment Plan annexed herewith as **Annexure – I**, through Account Payee Cheque / Demand Draft or Online Payment (As applicable) in favor of _____ payable at _____.
8. The Total Payable Amount is escalation-free, save and except increases and introductions which the Allottee(s) agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other introduction/increase in charges which may be levied or imposed or increased by the competent authority from time to time till the date of completion of Project. The Promoter No. 2 undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, newly introduced charges, cost/charges imposed by the competent authorities, the Promoter No. 2 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.
9. The aforesaid Total Payable Amount includes the proportionate cost of fire-fighting and fire-safety equipments as required by the 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 along with copies of notifications/orders by the Promoters, such additional expenditure incurred thereon in proportion to the carpet area of his /her Unit to the total carpet area of all the units in the Project.
10. The Unit allotted to Allottee(s) shall be occupied within one year of taking over the possession of the same, failing which the allotment may be cancelled and such flat will be allotted to other applicant from the waiting list.
11. The Allottee(s) cannot sell/transfer/assign the Unit for a period of 10 years from the date of allotment. In case of sale/transfer/assignment of Unit within 10 years of allotment, such



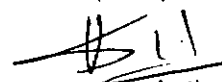
allotment shall be cancelled and the Unit may be allotted to another applicant from the waiting list.

12. Every Allottee(s) shall bound to join, subscribe and become member of the Residents Welfare Society/Maintenance Society, which will maintain common areas and common services and regular up keep of Project and shall pay monthly maintenance charges to the Maintenance society as prescribed. An undertaking to this effect will have to be signed by the Allottee(s) before possession is handed over to him. The Allottee(s) shall sign and execute the application for becoming a member of the Maintenance Society and sign the copy of bye-laws of the Maintenance Society and shall duly fill-in, sign and return to the Promoters within ten (10) days of the same being forwarded by the Promoters to the Allottee(s). After the handover of common areas and facilities of the Project to the Maintenance Society, it shall be the sole responsibility of the Maintenance Society, to run and maintain the common areas and facilities of the Project. The Allottee(s) is aware that until the handover of the common areas and facilities of the Project to the Maintenance Society in accordance with RERA and CMAY, the Promoters shall maintain the common areas and facilities of the Project at reasonable charges; however, 30 days maintenance charges from the date of completion certificate has been included in Total Payable Amount of Unit as mentioned in **Annexure-I** annexed herewith. Further, the Allottee(s) shall deposit an amount towards corpus fund @ Rs. 50 per sq. ft. of the super built up area of the Unit in accordance with CMAY at the time of possession of the Unit, which shall be in addition to the Total Sale Consideration of the Unit.
13. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter No. 2 shall be increased/ reduced accordingly. However, 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 Project by the authority as per the Act, the same shall not be charged from the Allottee(s).
14. The Allottee(s) agrees to execute the Seller Standard Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoters. A copy of Seller's Standard Agreements in respect of the Project is available on www._____.com and a copy of the same may be availed by the Allottee(s) from Promoters's office by paying Rs. 5/- per page.
15. The Promoters shall periodically intimate to the Allottee(s) about the installment/ amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.

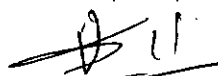
For Unique Apex Developers LLP


Authorised Signatory

16. The Promoter No. 2 shall have the right to adjust / appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.
17. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Promoter No. 2 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 Promoters shall issue the payment receipts in favor of the Allottee(s) only.
18. All taxes, levies or assessments, in respect of the Unit, falling due from the date of possession shall be borne by the Allottee(s).
19. A detailed agreement to sell shall be executed between the Allottee and the Promoters in the Sellers standard Agreement for Sale format mentioned hereinabove.
20. The sale deed shall be executed and got registered and title of the Unit along with pro rata share in Common Areas and Facilities of the Project shall be conveyed by the Promoters in favour of the Allottee(s) within a period of three (3) months from the date of issue of Occupancy Certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoters by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement to Sell. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).
21. 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 notice, letter, the Allottee(s) authorizes the Promoter No. 2 to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoters 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.



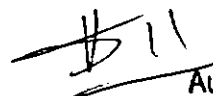
22. The Promoters upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for Sale to be taken within two (2) months from the date of issue of occupancy certificate.
23. In the event it becomes impossible for the Promoters to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee(s) the entire amount received by the Promoters from the Allottee(s) with interest within forty-five (45) days from that date. The Promoters shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.
24. The Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoters may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act..
- Provided that, the Promoters 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.
25. The Allottee(s) has fully satisfied himself/ herself about the right, title and interest of the Promoters in the project land, where the Project is proposed to be developed as per the applicable laws/ guidelines and the Allottee(s) understands all limitations and obligations in respect thereof, and there will not be any objections by the Allottee(s) with respect to the same. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the competent authority(ies) in this regard to the Promoters.
26. The Promoter No. 2 shall confirm to the final Carpet Area and Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Total Payable Amount payable for the Super Built Up Area/Carpet Area shall be recalculated upon such confirmation by the Promoters. If there is reduction in the Carpet Area/Super Built Up Area then the Promoter No. 2



shall refund the excess money paid by Allottee(s) within forty-five (45) days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area/Super Built Up Area, which is not more than three percent of the Carpet Area/Super Built Up Area of the Unit, allotted to the Allottee(s), the Promoter No. 2 may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in payment plan.

27. In case the Allottee(s) fails to make payments of due installment/amount as per payment plan given in **Annexure-I**, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay Interest to the Promoters No. 2 on the unpaid amount.
28. In case the delay in making payment of due installment/amounts exceeds 30 days after notice from the Promoter No. 2 in this regard, the Promoter No. 2 may cancel the allotment of the said Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) without any interest after deducting the booking amount and the interest liabilities, within 15 days of allotment/sale of said Unit to a new buyer.
29. On intimation from the Promoter No. 2, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoters and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard /or adhere to the terms and conditions mentioned therein, the Promoter No. 2 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 forty-five (45) days from the date of termination and the Promoter No. 2 shall be free to deal with the Unit as it may deem fit and proper and the Allottee(s) shall not have any right, title, interest and/or lien over the Unit.
30. Subject to force majeure, the Promoters agrees to offer possession of the Unit on or before 13th September, 2021. In the event of failure of the Allottee(s) to take possession of the Unit in accordance with the terms and conditions of this Allotment Letter and Agreement to Sale, the Promoter No. 2 shall have the option to cancel the allotment and forfeit Booking Amount and interest liabilities and refund balance amount without any interest within 15 days of allotment/sale of said Unit to a new buyer or the Promoter No. 2 may without prejudice to its rights under any of the clauses of the Agreement for Sale, decide not to cancel allotment of the Unit and in such a case Allottee(s) shall pay Promoter No. 2 the following amount:-

- (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 @ 0.5% 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(s) exceeds thirty (30) days, the Promoters, without prejudice to its rights under the Agreement for Sale, shall be entitled to terminate the allotment and forfeit Booking Amount, the interest and other charges payable for delay in taking possession and refund balance amount without any interest within fifteen (15) days of allotment/sale of said Unit to a new buyer.

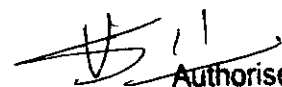
- 31. In case the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein is entitled to forfeit the Booking Amount, all any taxes, duties, cess, etc. paid by the Allottee(s) and deposited by the Promoters to the concerned department/authority in respect of the Unit and interest liabilities of the Allottee(s) from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoters to the Allottee(s) within 15 days of allotment/sale of said Unit to a new buyer. Further, on cancellation all rights, title and interest of the Allottee(s) over the Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoters shall be entitled to transfer the Unit to any other person(s) at its own discretion.
- 32. The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Allotment letter and Agreement to Sell whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay the due payments to the Promoters, as the payment plan mentioned in Annexure-I annexed herewith or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 28 as stated above.
- 33. The Allottee(s) agrees and undertakes that he shall be bound to join, subscribe and become a member of the Maintenance Association by paying the membership fees. The Allottee(s) undertakes that he/ she shall sign and execute the application for becoming a member of the Maintenance Association and sign the copy of Bye-Laws of the Maintenance Association and shall duly fill- in, sign and return to the Promoters within ten (10) days of the same being forwarded by the Promoters to the Allottee(s). After the handover of Common Areas and Facilities of Project to Maintenance Association, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of the Project.

Draft Allotment Letter

34. The Allottee(s) shall not use the Unit for any purpose other than for which the Unit is being allotted to him/ her except with prior written permission of the Promoters.
35. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.
36. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which it shall be free to deal with, in accordance with applicable laws
37. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoters in accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Unit and the Promoters shall be entitled to allot such Unit to any other applicant.
38. The Allottee(s) hereby undertakes that he shall abide by, all laws, rules, regulations, notifications, CMAY, RERA, etc. as may be applicable on the Project.
39. Parking space shall be provided in accordance with the CMAY as applicable to the Project.
40. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Promoters's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoters and its agents and representatives indemnified and harmless against any loss or damages that the Promoters may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.
41. This Allotment Letter shall be construed in accordance with Chief Minister Jan Awas Yojana, 2015, Act, Rules and regulations made thereunder including other applicable Laws of India for the time being in force.

Warm regards,
For Unique Apex Developers LLP

For Unique Apex Developers LLP


Authorized Signatory

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Villa bearing no. _____ having tentatively admeasuring carpet area of _____ sq. ft. and exclusive balcony area of _____ sq. ft., super built up area of _____ sq. ft in Affordable Group Housing Project "Unique Ashray", being developed at **Khasra No. 2496/04 & 2497/04 at Sarhad Mauja-Mabaar, Patwar Halka, Mahabar Tehsil and District Barmer, Rajasthan**, by **Unique Apex Developers LLP** subject to the terms & conditions of the Application/Registration Form no. _____ dated _____, this Allotment Letter.

Thanks and regards,

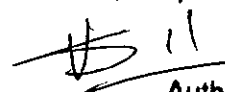
(Customer Name)

Annexure-I
(Payment Details)

Total Payable Amount bifurcation:-

PAYMENT PLAN		
Sr.No	Instalments	% of Amount
1.	On Registration	5%
2.	30 days after Registration	5%
3.	Start of Infrastructure Work	15%
4.	Start of Work	15%
5.	Start of Roof Casting	15%
6.	On completion of structure	15%
7.	Start of Plaster	15%
8.	Start of Internal paint work	10%
9.	On Possession	5%
	TOTAL	100%

For Unique Apex Developers LLP



Authorised Signatory

AGREEMENT FOR SALE

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

BY AND BETWEEN

1. **Shri. Bhim Singh Sodha (Aadhar No. 6167 8696 0217) S/o Shri. Satidan Singh Sodha, aged about 60 years, R/o Krishna Vatika Ke Samne, Hotel Sanchan Port, Mahabar, Barmer, Rajasthan-344001(PAN: APNPS3680L)** [hereinafter referred to as "**Land Owner No.1**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s)& permitted assignee(s)];
2. **Shri. Bhupendra Singh Chouhan (Aadhar No. 6763 5878 6049) S/o Shri Narpat Singh Chauhan, aged about 48 years, R/o 6, Meera Marg, Sardarpura, Girwa, Shastri Circle, Udaipur, Rajasthan-313001 (PAN ABUPC8479Q)** [hereinafter referred to as "**Land Owner No.2**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s)& permitted assignee(s)];
3. **Shri. Bhagwan Singh Bhati (Aadhar No. 7491 3136 8099) S/o Shri. Sangram Singh Bhati aged about 59 years, R/o 35-C Block,, Haveli Mohi, Shikarwadi, Govardhan Villas, Saweena, Udaipur, Rajasthan-313002 (PAN: AEAPB4273Q)** [hereinafter referred to as "**Land Owner No.3**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her legal successor(s), administrator(s), executor(s)& permitted assignee(s)]

The Land Owner No.1 to Land Owner No.3 shall hereinafter collectively be referred to as "**Land Owners**" or "**Promoter No.1**".

Unique Apex Developers LLP (LLPIN: AAC-2473), a LLP incorporated under the laws of India, having its registered office at 4th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur (PAN No. AADFU9215E) acting through its Designated Partners/Authorized Representative Mr. _____ (Aadhar No. _____) S/o _____ R/o _____ duly authorized vide its Letter of Authority by its Designated Partners dated _____ [hereinafter referred to as "**Developer**" or "**Promoter No. 2**", which expression

shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)].

The Promoter No. 1 and the Promoter No. 2 are together termed as the "**Promoters**" under this Agreement.

AND

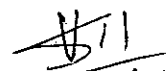
Mr./Ms./Mrs. _____, Son/Daughter/Wife of
Mr. _____, R/o _____ (PAN _____)
jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife of
Mr. _____, R/o _____
_____ (PAN _____) ; hereinafter singly/jointly referred to as the
Allottee(s), which expression shall unless repugnant to the context or meaning thereof
be deemed to mean and include their legal successor(s), administrator(s), executor(s)&
permitted assignees).

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

INTERPRETATIONS/DEFINITIONS

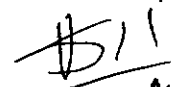
- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
 - a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
 - b) "**APPLICABLE LAWS**" shall mean all Acts, Rules and Regulations in force and in effect as of 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, Chief Minister Jan Awas Yojana, 2015, 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.

For Unique Apex Developers LLP



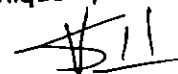
Authorised Signatory

- c) **"BROCHURE"** means brochure showing details and specifications of the Project (defined herein below) as circulated by the Promoter No. 2 at the time of booking of Villa, a copy of which is annexed herewith as it is necessary
- d) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoters and/or architect(s) in accordance with Applicable Laws.
- e) **"CARPET AREA"** means the net usable floor area of an Villa, 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 Villa. 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 Villa, 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 Villa, meant for the exclusive use of the Allottee(s);
- f) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include Scheduled 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.
- g) **"INTEREST"** 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.
- h) **"MAINTENANCE ASSOCIATION/RWA"** shall mean a resident welfare association or cooperative society or body by whatever named called as the case may be, of the allottees of Villas in the Project under Chief Minister Jan Awas Yojana, 2015, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.



- i) **"MAINTENANCE CORPUS FUND"** shall mean interest free maintenance deposit payable by all the allottees at the time of offer of possession of Villa towards creating corpus for the Maintenance Society/RWA, which shall be utilized for maintenance of Common Areas and Facilities of the Project.
- j) **"PARA"** means Para of this Agreement;
- k) **"PROJECT"** shall mean the Affordable Housing Project under Provision 3-A of the "Chief Minister Jan Awas Yojana, 2015", being developed upon the Scheduled Land as per sanctioned plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws.
- l) **"REGULATION"** means regulations made under the Act;
- m) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- n) **"SCHEDULE"** means the Schedule attached to this Agreement;
- o) **"SECTION"** means the section of the Act.
- p) **"SCHEDULED LAND"** shall mean land admeasuring 40508.34 sq.meters situated at Khasra No. 2496/04 & 2497/04 at Sarhad Mauja-Mabaar, Patwar Halka, Mahabar Tehsil and District Barmer, Rajasthan out of which an area of 1664.67 sq.mts have been surrendered in road and on the remaining area of 38843.67 sq.mts the Project named **UNIQUE ASHRAY** is being developed and more fully described in **Schedule A**;
- q) **"SUPER BUILT UP AREA"** includes area of rooms, kitchen, 50% of area of balcony/verandah, toilet, walls & proportionate common area of each Building permissible under the provisions of "Chief Minister Awas Yojana, 2015".
- r) **"VILLA"** shall mean a house building and land appurtenant thereto in the Residential Project **"UNIQUE ASHRAY"** as EWS or LIG Villas duly earmarked and segregated from other villas by way of external walls, having separate, independent & exclusive existence and direct exit to common roads/streets meant for residential use only

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 No. 1 became the absolute owner in respect of land admeasuring 46619.58 sq.mts situated at Khasra No. 2496/04 & 2497/04 at Sarhad Mauja-Mabaar, Patwar Halka, Mahabar Tehsil and District Barmer, Rajasthan, the description of which is mentioned hereinbelow:

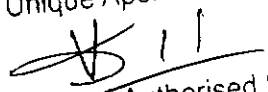
Sr. No.	Khasra No.	Name of Land Owner	Area
1.	2496/4	Sh. Bhim Singh Sodha	26871.08+4856.22 = 31727.3 sq.mts
2.	2497/4	Sh. Bhupendra Singh Chouhan & Sh. Bhagwan Singh Bhati	14892.28 sq.mts
		TOTAL	46619.58 sq.mts

Out of the Total land having an area of 46619.58 sq.mts, the Land area for which site plan was approved is 40508.34 sq.mts, the use of which is defined below:

EWS/LIG TOWNSHIP 3.88 HA		
PARTICULAR	AREA IN SQ MTR	PERCENTAGE
Plot Area	40508.34	
Area Surrender in Road	1664.67	
Scheme Area	38843.67	
Residential	21131.76	54.40%
Commercial	897.27	2.31%
		56.71%
Park	1959.36	5.04%
Facility	1949.36	5.02%
Road	12905.92	33.23%
		43.29%
Total	38843.67	100%

Therefore, the Scheduled Land on which the project is constructed is 38843.67 sq.mts and more particularly described in "Schedule A"

- B.** The Promoter No. 1 being the absolute owner of the Project Land entered into a Development Agreement dated 22nd April, 2013 (hereinafter referred to as "Development Agreement") with the Promoter No. 2, which was duly registered with the office of Sub-Registrar, Barmer Dated 07.05.2013 at Book No. 1, Volume No. 475, Serial No. 2013007309, Page No. 171 and at additional Book No. 1, Volume No. 1194 at Page No. 101-126 whereby, the Promoter No. 1 authorises the Promoter No. 2 to develop a Affordable Housing Project over the Project Land after obtaining all the permissions, approvals, NOC's, etc. as may be required under the Applicable Laws which is the joint responsibility of the Promoters.
- C.** As per the terms of the Development Agreement the Promoter No. 1 executed a General Power of Attorney dated 22.04.2013 in favour of Promoter No. 2 which was duly registered with the office of Sub-Registrar, Barmer on 07.05.2013 at Book No. 4, Volume No 7 on Page no. 35, Serial No. 2013000020 and at additional Book No. 4, Volume No. 157 at Page No. 254 to 263 thereby authorising the Promoter No. 2 to execute Agreements for Sale/Villa Buyer's Agreements, sale / conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale/transfer of residential Villas/flats/Villas in the Project in favour of the prospective allottee(s).
- D.** The Scheduled Land is earmarked for the purpose of development of a Affordable Group Housing Project comprising of EWS/LIG Villas under Chief Minister Jan Awas Yojana, 2015 and the Project shall be known as "**Unique Ashray**".
- E.** The Promoters planned and is in the process of constructing and developing Project (as defined hereinabove in clause 'm') on the Scheduled Land after getting necessary permissions/approvals from concerned competent authorities. The location details of the Project being developed on Scheduled Land is fully described in **Schedule A**.
- F.** The Barmer Nagar Palika/Urban Improvement Trust ("**Competent Authority**") issued the commencement certificate approving the Scheme Layout Plan dated 06.12.2017.
- G.** The Scheduled Land is free from all encumbrances.

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- H. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter No. 1 regarding the Scheduled Land on which the Project is being developed have been completed.
- I. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on dated _____ and the Project Registration Certificate No. is _____. This Registration is valid for a period of Five years commencing from _____ unless renewed/extended by the Authority. The details of the Promoter No. 2 and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.
- J. The Promoters has conceived and planned various common areas, amenities and facilities in the Project as mentioned in **Schedule- E** hereunder.
- K. The Promoters agrees and undertakes that it shall not make any changes to approved plan of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- L. The details of Floor Plan of the Villa No. _____ of the Project is given in **Schedule- D**.
- M. The Promoters has conceived a detailed plan of development works to be executed in Project. Details of the plan of Development Works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, etc, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- F**.
- N. The details of salient features of the 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 have been specifically provided in Schedule- B attached hereto.
- O. The details of other external development works to be taken for the Project have been specifically provided in Schedule- K attached hereto.
- P. The details of specifications of material used in construction of the Project have been specifically provided in Schedule- L attached hereto.

- Q. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- J** attached hereto.
- R. Temporary Fire NOC for the Project has been accorded by the _____ vide no. _____ dated _____. (Not Required)
- S. The Promoter No. 2 has opened a separate account bearing account no. **251107042014** in the name and style of "**Unique Apex Developers LLP - Unique Ashray - RERA A/c** at Indusind Bank Ltd., situated at C-scheme branch, Jaipur Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- T. The Allottee(s), being aware of the Project and details given above as well as in the Brochure made available by the Promoter No. 2 and on visiting the model of the Villa / Building, has applied for allotment and to purchase an Villa in the Project vide its registration/application form no. _____ dated _____ ("**Registration Form**"). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount including registration fee and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- U. The Allottee(s) being successful applicant for allotment of EWS/LIG Villa on the basis of his Registration Form submitted to the Promoter No. 2 for allotment of Villa in opted category i.e, Economic Weaker Section (EWS) or Lower Income Group (LIG), the Promoter No. 2 have allotted an Villa No. _____, having Carpet area of _____ sq. ft., balcony _____ Sq. ft, exclusive verandah _____ Sq ft., and having super built up area of _____ sq. ft., type _____ on _____ floor located in the Project and pro rata share in the Common Area and Facilities of the Project (the layout plan of the said Villa is annexed herewith as Annexure- III and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "**Villa**").
- V. The Allottee(s) has represented and assured the Promoters that the information, documentations, affidavits and assurances given by the Allottee(s) in the Registration Form and along with Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Application/Registration Form and this Agreement.

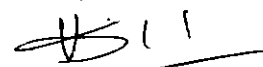
- W. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- X. The Parties, 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;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Villa as specified in para Y.

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 Promoters hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive said Villa as specified in para "Y" hereinabove.
- 1.2 The basic sale consideration of the Villa is Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of Super Built Up Area or calculated @ Rs. _____/ Rupees _____ only) per sq. ft. of Carpet Area, including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Villa").
- 1.3 The Basic Sale Consideration of Villa does not include and thus, the Allottee(s) shall additionally bear and pay following charges, deposits, etc (hereinafter referred to as "Additional Payments"):
- a) Maintenance charges as per clause 9: Rs. _____/- (Rupees _____ only);

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b) Proportionate cost of insurance of Project Land and Project: Rs. _____/-
(Rupees _____ only);

1.4 The Basic Sale Consideration of Villa and Additional Payments in respect of the Villa aggregates to Rs. _____/- (Rupees _____ only), which shall hereinafter be referred to as "**Total Payable Amount**".

The Total Payable Amount above includes the booking amounts of Rs. _____ (Rupees _____) paid by the Allottee(s) to the Promoter No. 2 towards the said Villa. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.

1.6 Total Payable Amount does not include GST, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed, etc. in respect of the said Villa, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall determined by the Promoter No. 2 and shall be reasonable charges and payable by the Allottee(s) until the Common Areas and Common Facilities of the Project are not taken over by the Maintenance Association within 30 days of receipt of completion certificate of Said Project.

The Allottee shall be liable to pay GST, if applicable, at applicable Rates, from time to time, as & when demanded by Promoter No. 2. Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter No. 2 shall be increased/ reduced based on such change/ modification/introduction.

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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.7 The Promoter No. 2 shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan attached herewith as Schedule-G and the Allottee(s) shall make payment demanded by the Promoter No. 2 within the time and in the manner specified therein. In addition, the Promoter No. 2 shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 The Total Payable Amount of said Villa includes price of land, construction of, not only the said Villa but also, the common areas, internal development charges, external development charge, cost of providing electric wiring, electrical connectivity to the said Villa, 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 clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Villa and the Project.
- 1.9 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter No. 2 undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter No. 2 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 Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s)
- 1.10 As mentioned in para 'X' above, the Promoter No. 2 has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Total Payable Amount of Rs. _____/(Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs _____/-

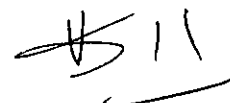
(Rupees _____ only)
of the Total Payable Amount strictly in accordance with the payment plan given in
Schedule - G attached hereto.

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.

- 1.11 The Promoter No. 2 shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – H** and **Schedule- I** in respect of the said Villa without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter No.2 may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter No. 2 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.

- 1.12 The Promoter No. 2 shall confirm to the final Carpet Area and Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Total Price payable for the Super Built Up Area shall be recalculated upon confirmation by the Promoter No. 2. If there is reduction in the Carpet Area/Super Built Up Area then the Promoter No. 2 shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area/Super Built Up Area, which is not more than three percent of the Carpet Area/Super Built Up Area of the said Villa, allotted to the Allottee(s), the Promoter No. 2 may demand that from the Allottee(s) 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 clause 1.2 above.



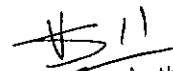
1.13 Subject to clause 8.3, the Promoters agrees and acknowledges, the Allottee(s) shall have the right to the said Villa as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the said Villa.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Project. Since the share/ interest of Allottee(s) in the common areas of the Project 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 Promoters shall handover the Common Areas and Facilities of Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the said Villa includes recovery of price of land, construction of, not only the said Villa but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Villa, 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 clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Villa and the Project;
- (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Villa.

1.14 The Promoter No. 2 has earmarked ____ parking space of the Allottee(s) at ____ and has also assigned parking space no. ____ as per the provisions of parking area under the Chief Minister Jan Awas Yojana, 2015 and for proper management and utilization of parking area of the Project and the same has been annexed herewith as ____ **Annexure- IV**.

1.15 The Allottee(s) if fails to occupy the said Villa within one year from the date of possession of the said Villa, the Promoter No. 2 shall be entitled to cancel the allotment and allot the said Villa to other applicant in the waiting list as per the provisions of Chief Minister Jan Awas Yojana, 2015.

For Unique Apex Developers LLP



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- 1.16 The Allottee(s) agrees and understands that except as expressly provided in para 'U' herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which they shall be free to deal with, in accordance with Applicable Laws.
- 1.17 The Allottee(s) hereby agrees and acknowledges that the Promoters shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.18 The Allottee(s) shall not be entitled to sell, transfer the said Villa for a period of 10 years after the allotment of said Villa. In case of sale of said Villa within 10 years of allotment, the Promoter No. 2 shall be entitled to cancel the allotment and conveyance deed of the said Villa and allot the said Villa to other applicant in the waiting list.
- 1.19 The Promoters agrees to pay all outgoing/ dues before transferring the physical possession of the said Villa to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoters fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the said Villa to the Allottee(s), the Promoters agrees to be liable, even after the transfer of the said Villa, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person:
- 1.20 That the Project shall always be known as "**Unique Ashray**" and the name of the Project shall not be changed except with the consent of the Promoter No. 2.
- 1.21 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the said Villa shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under the Agreement to Sell whether or not he or she has been able to obtain financing for the purchase of the Villa. Allottee(s) shall not omit, ignore, withheld, fail or delay the due payments to the Promoter

No. 2, as the payment plan mentioned in **Schedule-G** provided herewith or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 8.3 as stated below.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter No. 2 abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter No. 2, within the stipulated time as mentioned in the payment plan given in **Schedule- G** attached hereto through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "Unique Apex Developers LLP - Unique Ashray -Collection A/c" no. 252207042017 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 No. 2. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

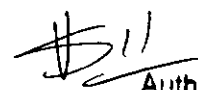
The Allottee(s) hereby authorizes the Promoter No. 2 to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the said Villa, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter No. 2 to adjust his payments in any manner.

4. TIME IS ESSENCE:

The Promoter No. 2 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 said Villa to the Allottee(s) and the Common Areas and Common Facilities of the Project to the Maintenance Association.

5. CONSTRUCTION OF THE SAID PROJECT:

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The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Villa 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 Promoter No. 2 No 1. The Promoter No. 2 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 Promoter No. 2 undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, F.A.R., and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under clause 1.9 hereinabove, and breach of this term by the Promoter No. 2 shall constitute a material breach of this Agreement.

6. CONVEYANCE AND POSSESSION OF SAID VILLA:

6.1 Schedule for possession of the said Villa – The Promoters agrees and understands that timely delivery of possession of the said Villa to the Allottee(s) and the Common Areas and Facilities of Project to the Maintenance Association, is the essence of the Agreement. The Promoter No. 2 assures to handover possession of the said Villa along with ready and complete Common Areas and Facilities of Project with all specifications, amenities and facilities of the Project in place on or before 28/11/2020 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 Project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter No. 2 shall be entitled to the extension of time for delivery of possession of the Said Villa and the Promoter No. 2 shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which 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 No. 2 to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter No. 2, the Promoter No. 2 shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter No. 2 shall refund to the Allottee(s) the entire amount received by the Promoter No. 2 from the Allottee(s) with Interest within 180 days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims

etc. against the Promoter No. 2 and the Promoter No. 2 shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for execution of conveyance deed and taking possession- The Promoter No. 2, within thirty (30) days of obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Villa and also invite Allottee(s) to execute conveyance deed of the said Villa along with detail of outstanding dues and stamp duty, registration charges and other incidental charges and the Promoter No. 2 shall subject to receipt of Total Payable Amount of the Villa and such other charges as mentioned under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the said Villa together with proportionate indivisible share in common areas and also handover possession of the said Villa within three (3) months from the date of issuance of the occupancy certificate. The Promoter No. 2 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 No. 2. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter No. 2/ Maintenance Association, as the case may be, after the issuance of occupancy certificate for the Project. The Promoter No. 2 shall handover the occupancy certificate of the Villa, as the case may be, to the Allottee(s) at the time of conveyance of the same.

6.3 Failure of Allottee(s) to execute conveyance deed and take possession of said Villa- Provided that, in case the Allottee(s) fails to deposit the stamp duty, registration charges and any other dues along with interest, if applicable, under this Agreement within the period mentioned in the offer notice/letter, the Allottee(s) authorizes the Promoter No. 2 to withhold registration of the conveyance deed in his/her favour and refuse possession of said Villa till payment of all dues, including, stamp duty, registration charges, etc. to the Promoter No. 2 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. Further, in case the Allottee(s) does not execute conveyance deed and/or does not take possession of said Villa within the period mentioned in offer notice/letter after paying all dues and charges mentioned in offer notice/letter in accordance with this Agreement, then the Promoter No. 2 shall have the option to cancel the allotment and forfeit Booking Amount, the interest liabilities of the Allottee(s) and refund balance amount without any interest within 15 days of

allotment/sale of said Villa to a new buyer or the Promoter No. 2 may without prejudice to their rights under this Agreement and under law, decide not to cancel the allotment of the said Villa and in such case the Allottee(s) shall pay the Promoter No. 2 the following amount:-

- a) The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
- b) Maintenance charges from the date of offer of possession as per notice of possession.
- c) Holding/ safeguarding charges @ 0.5% per month on the Total Payable Amount of the Villa.

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay execution of conveyance deed and/or in taking possession of the Villa by the Allottee(s) exceeds thirty (30) days, the Promoter No. 2, without prejudice to its rights under this Agreement and under law, shall be entitled to terminate the allotment and forfeit Booking Amount, the interest and other charges payable for delay in taking possession and refund balance amount without any interest, in fifteen (15) days of allotment/sale of said Villa to a new buyer.

6.4 In case the Allottee(s) is availing loan from any bank or financial institution, the conveyance deed of the said Villa, in favour of the Allottee(s) shall be executed only, upon the Promoter No. 2 receiving "No Objection Certificate" from such bank or financial institution and the conveyance deed shall be handed over to the lending bank or financial institution, as required by them.

6.5 **Possession of Common Area and Facilities to RWA-** It shall be the responsibility of the Promoters to handover the necessary documents and plan, including common areas to the Maintenance Association within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoter No. 2 shall be entitled to forfeit the Booking Amount and interest liabilities of the Allottee(s). The balance amount of

money paid by the Allottee(s) shall be returned by the Promoter No. 2 to the Allottee(s) without any interest within fifteen (15) days of allotment/sale of said Villa to a new buyer.

6.7 Compensation – The Promoter No. 1 shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Scheduled 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 No. 2 fails to complete or is unable to give possession of the said Villa (i) in accordance with the terms of this Agreement, duly completed by the day specified in clause 6.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoters shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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 Said Villa, with Interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

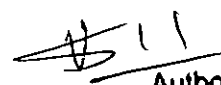
Provided that if the Allottee(s) does not intent to withdraw from the Project, the Promoters shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the said Villa, which shall be paid by the Promoters to the Allottee(s) within forty-five (45) days of it becoming due.

6.8 The Allottee(s) shall be liable to pay from the date of offer of possession of said Villa, 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 Villa 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 Super Built Up Area/Carpet Area of Said Villa.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- (i) The Promoter No. 1 has absolute, clear and marketable title with respect to the Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Project.
- (ii) The Promoter No. 2 have lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Scheduled Land or the Project.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and said Villa 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 all applicable laws in relation to the Project, Villa and Common Areas and Facilities of the Project..
- (v) 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.
- (vi) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Project and the said Villa which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (vii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Villa to the Allottee(s) in the manner contemplated in this Agreement.
- (viii) At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association.
- (ix) The Scheduled 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 Scheduled Land.
- (x) The Promoters 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 to the Competent Authorities till Completion Certificate has been issued and possession of the Villa along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Maintenance Association.
- (xi) 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 Scheduled Land and/or the Project.



- (xii) The Promoter No. 2 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 in this Agreement, in any way and Promoter No. 2 shall issue the payment receipts in favour of the Allottee(s) only.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoters fails to provide ready to move in possession of the said Villa to the Allottee(s) within the time period specified in clause 6.1 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 said Villa 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 No. 2's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter No. 2 as demanded by the Promoter No. 2. If the Allottee(s) stops making payments, the Promoter No. 2 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 No. 2 shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the said Villa, along with interest within 180 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 Promoter No. 2, interest for the period of delay till the handing over of the possession of the said Villa, which shall be paid by the Promoter No. 2 to the Allottee(s) within 180 days of it becoming due.

8.3 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 of due installment/amount as per payment plan given in **Schedule-G**, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay Interest to the Promoter No. 2 on the unpaid amount.
- (ii) In case the delay in making payment of due installment/amounts exceeds 30 days after notice from the Promoter No. 2 in this regard, the Promoter No. 2 may cancel/terminate the allotment of the said Villa in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) without any interest after deducting the booking amount and the interest liabilities, within 15 days of allotment/sale of said Villa to a new buyer..

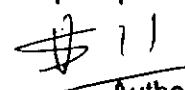
Provided that the Promoter No. 2 shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination.

8.4 Without prejudice to the rights of the Promoters under this Agreement, the Promoter No. 2 shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

9. MAINTENANCE OF THE SAID PROJECT:

9.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with RERA and CMAY, the Promoter No. 2 shall maintain the Common Areas and Facilities of the Project at reasonable charges; however, one month maintenance charges from the date of completion certificate has been included in Total Payable Amount of Villa as mentioned in Schedule-G attached hereto.

9.2 That a Maintenance Association of allottees of Villas in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Common Facilities as



described in **Schedule - E** hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter No. 2 and or Maintenance Association may decide from time to time keeping in view the best interest of the allottees of Villas in the Project. The allottees of all the Villas shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter No. 2 itself or through maintenance agency shall maintain the Common Areas and Common Facilities and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities. The Promoter No. 2 shall handover the management/maintenance of the Common Areas and Common Facilities upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Common Facilities in the Building/Project. Further, upon the formation of Maintenance Association, the Promoter No. 2 shall handover the Maintenance Corpus Fund to the Maintenance Association under the provisions of Chief Minister Jan Awas Yojana, 2015.

9.3 That as and when the Common Areas and Common Facilities shall be handed over to the Maintenance Association, the Maintenance Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of any such possession to the Maintenance Association.

9.4 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 Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance 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 Maintenance Association, from time to time & regularly.

9.5 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 Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

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

10. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter No. 2 as per this Agreement relating to such development is brought to the notice of the Promoter No. 2 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 No. 2 to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter No. 2'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 said Villa 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.

11. RIGHT TO ENTER THE VILLA FOR REPAIRS:

The Promoter No. 2/ Maintenance 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 No. 2/ Maintenance Association to enter into the said Villa or any part thereof, after due notice and during the normal

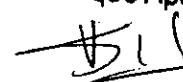
working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

12. 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 Association for rendering maintenance services.

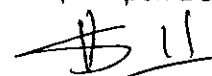
13. GENRAL COMPLIANCE WITH RESPECT TO THE VILLA :

- (i) Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Villa, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Villa, and keep the said Villa, 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 Project is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Project or anywhere on the exterior of the Project, building therein 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 said Villa or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Villa.
- (iii) 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 No. 2/ Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter No. 2 or Maintenance Association, as the case may be, to enter the Villa, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

- (iv) The Allottee(s) recognizes that the Villa is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Villa's/ Building's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- (v) 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 Project.
- (vi) 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.
- (vii) It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Villa and/or the 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/ Project.
- (viii) The Allottee(s) shall not use the said Villa 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.
- (ix) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the said Villa in the compound or any portion of the Scheduled Land and the Building in which the said Villa is situated.
- (x) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Villa and the Building/Project in which the said Villa is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Project and/or the said Villa.
- (xi) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the said Villa. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Villa.
- (xii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter No. 2 and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance



- Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiii) Interior Works in the Villa:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Villa he shall seek prior permission of the Promoter No. 2/Maintenance Association and the Promoter No. 2/Maintenance Association may permit the same subject to appropriate conditions.
- (xiv) The Allottee(s) has confirmed and assured to the Promoters that the Allottee(s) is aware about all the Applicable Laws on the Scheduled Land/Project/said Villa including the Chief Minister Awas Yojana-2015 and its implications thereof and the Allottee(s) has further agreed and confirmed that the Allottee(s) shall comply with all the provisions of this Agreement, Chief Minister Jan Awas Yojana-2015 and amendments/clarifications thereto, dealing with the subject matter of this Agreement.
- (xv) The Allottee(s) shall observe all terms and conditions of this Agreement, and also those of the license/approvals granted to the Promoters, for the development of the Project under Chief Minister Jan Awas Yojana-2015 and shall also abide by all the laws, bye-laws, rules, regulations and policies thereto of said Chief Minister Jan Awas Yojana-2015 or as imposed by any Authority(s).

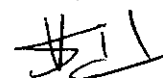
14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES AND REFUND:

The Parties are entering into this Agreement for the allotment of said Villa with the full knowledge of all laws, rules, regulations, notifications, Chief Minister Awas Yojana, 2015 applicable to the Project.

The Promoters shall be solely entitled to all refunds of amounts deposited by the Promoters during the development of the Project.

15. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Villa 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 Villa 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 said Villa and the said Villa shall be free from all encumbrances at the time of execution of sale deed. For the purpose of the same, the Promoters shall provide NOC's etc. as may be required by the Allottee(s).

16. 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, _____ as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoters in respect of application and allotment of said Villa to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

17. ENTIRE AGREEMENT:

The Registration Form (defined hereinabove), Allotment Letter (defined hereinabove) 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 Villa 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.

18. RIGHT TO AMEND:

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

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

Subject to clause 1.16, it is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Villa and the Project shall equally be applicable to and enforceable against and by any subsequent allottee of the said Villa, in case of a transfer, as the said obligations go along with the said Villa for all intents and purposes.

20. BROKERAGE:

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

21. WAIVER NOT A LIMITATION TO ENFORCE:

- 21.1 The Promoters may, at least 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 mentioned this Agreement 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.
- 21.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

22. 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 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.

23. 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/super built up area of the said Villa bears to the total carpet area/super built up area of all the Villas in the Project, as the case may be.

24. 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.

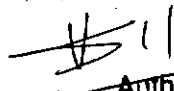
25. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoter No. 2's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), in _____ after the Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____. Hence this Agreement shall be deemed to have been executed at _____.

26. NOTICES:

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

For Unique Apex Developers LLP


Authorised Signatory

either by registered A.D. post or speed A.D. post to the party at their respective addresses specified below :-

Promoters	Allottee(s)
1. Shri. Bhim Singh Sodha R/o Bijarad, Tehsil Chauhtan, District Barmer, Rajasthan ("Land Owner No.1")	
2. Shri. Bhupendra Singh Chouhan R/o 6, Meera Marg, Opp. Meera Girls College, Udaipur ("Land Owner No.2")	
3. Shri. Bhagwan Singh Bhati R/o 35, Mahaveer Colony, Bedla Road, Udaipur. ("Land Owner No.3") (Promoter No. 1)	
Unique Apex Developers LLP Registered office: 4th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur (Promoter No. 2)	

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 Promoters or the Allottee(s), as the case may be.

27. JOINT ALLOTTEE:

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

28. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Villa prior to execution and registration of this Agreement for Villa 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.

29. 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.

30. Disputes:

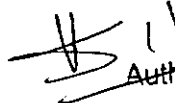
- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b) 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 after reading and understanding all the terms and conditions of this Deed in their full sense and sound mind and without any coercion and undue influence 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 size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

For Unique Apex Developers LLP


Authorised Signatory

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

<u>LAND OWNER</u>
Name :
Signature
<u>DEVELOPER</u>
For and on behalf of M/s Unique Apex Developers LLP
Name
Signature
Designation

<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-A
(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Sarhad Mauja, Mabaar	Khasra No. 2496/04 &	38843 sq.mts.

Draft Agreement for Sale

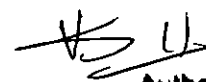
Patwar, Halka Mahabar, Tehsil & District- Barmer	2497/04	
	Total Area	

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

In North :- Other Plots
South :- 100 ft wide road
In East :- Hotel Sanchal
In West :- Other Plots

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

Longitude	Latitude
25.702528163300187	71.39877587556839
25.702868935219634	71.39842718839645
25.702673172746856	71.39819920063019
25.703238707900926	71.39757692813873
25.70346105431968	71.39786660671234
25.704316600796393	71.39852643013
25.70492563013466	71.39902532100677
25.705167307579842	71.39878928661346
25.705462153398404	71.39923453330994
25.704152259012503	71.40012502670288
25.70375590436486	71.39971733093262
25.703427219021894	71.3994812965393
25.70312270090887	71.39926135540009
25.702827849295232	71.39911115169525



4. Other details of the location of the Project

5. Location Map

SCHEDULE-B

(Details of salient features of Project)

- Under Ground Water Tank
- Open landscaping space
- Individual Parking Space for each Villa
- Rain water Harvesting Pit
- Internal 9m wide road

SCHEDULE- C

(Description of the Villa)

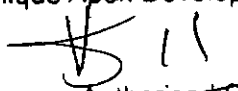
LIG VILLA

S.No.	Space	Area
1	Drawing /Dining	9'-3"X 16'-6"
2	Bedroom-01	9'-3"X 12'-3"
3	Bedroom-02	9'-3"X 10'-0"
4	Toilet-01	4'-0"X 9'-3"
5	Toilet-02	6'-0"X 3'-9"
6	Kitchen	9'-3"X 5'-6"
7	Backyard	9'-3"X 3'-1½"

EWS UNIT

S.No.	Space	Area
1	Drawing /Dining	8'-9" X 13'-4½"
2	Bedroom-01	9'-8½"X 11'-3½"
3	Toilet-01	4'-0"X 6'-3"
4	Kitchen	5'-0"X 7'-1½"
5	Cut-Out	4'-0"X 4'-6"

For Unique Apex Developers LLP


Authorised Signatory

SCHEDULE-D

(Floor Plan of the Villa in the Project)

SCHEDULE- E

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

Common Area

- 01) 9 m wide Road
- 02) Open Landscape Space

SCHEDULE- F

(Detailed Plan of Development Works to be undertaken)

- Individual Rooftop water tank and underground water tank for township

SCHEDULE- G

(Payment Details)

PAYMENT PLAN		
Sr.No	Instalments	% of Amount
1.	On Registration	5%
2.	30 days after Registration	5%
3.	Start of Infrastructure Work	15%
4.	Start of Work	15%
5.	Start of Roof Casting	15%
6.	On completion of structure	15%
7.	Start of Plaster	15%
8.	Start of Internal paint work	10%
9.	On Possession	5%
	TOTAL	100%

For Unique Apex Developers LLP



Authorised Signatory

SCHEDULE- H

(Specifications, facilities, amenities which are part of the Villa which shall be in conformity with the advertisement, brochure etc circulated by the Promoter No. 2 at the time of booking of the Villas in the Project)

S.No.	Description	Detail
01	Structure	Spread Footing as per design
02	Masonry	Stone/Brick CM 1:6 For Main Wall CM 1:4 For Partition Wall
03	Masonry	Internal Plaster 12 mm thick 1:6 External Plaster 20 mm thick 1:4
04	Roof	RCC Structure M-20 Design Mix.
05	Flooring	In Rooms Ceramic tiles 450 X 450 mm In Toilets Ceramic tiles 300 X 300 mm
06	Door Frame	Angle Frame as per locally available or EZ-7 Section or Stone Frames
07	Window	Steel Sections windows
08	Coloring	On internal walls distemper Enamel paint on Windows Railing & Flush Door
09	Water Supply	GI –UPVC/CPVC-ISI Mark Pipe,
10	Bathroom & W.C.	Ceramic Flooring, European WC/ Indian WC, ISI Mark CP Fitting.
11	Electrical Work	Concealed Electrical Fittings, Light Point with Switch and MCB Unit

SCHEDULE-I

(Specifications, facilities, amenities, internal/external development works etc which are part of the Project which shall be in conformity with the advertisement, brochure etc circulated by the Promoter No. 2 at the time of booking of the Villas in the Project)

S.No.	Description	Detail
01	Structure	Spread Footing as per design
02	Masonry	Stone/Brick CM 1:6 For Main Wall CM 1:4 For Partition Wall
03	Masonry	Internal Plaster 12 mm thick 1:6 External Plaster 20 mm thick 1:4

04	Roof	RCC Structure M-20 Design Mix.
05	Flooring	In Rooms Ceramic tiles 450 X 450 mm In Toilets Ceramic tiles 300 X 300 mm
06	Door Frame	Angle Frame as per locally available or EZ-7 Section or Stone Frames
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09	Water Supply	GI –UPVC/CPVC-ISI Mark Pipe,
10	Bathroom & W.C.	Ceramic Flooring, European WC/ Indian WC, ISI Mark CP Fitting.
11	Electrical Work	Concealed Electrical Fittings, Light Point with Switch and MCB Unit

SCHEDULE- J

Stage Wise Time Schedule of Completion of Project

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	18 months	

For Unique Apex Developers LLP


Authorised Signatory

2.	Completion of development works (internal/external development works). Completion of internal works of the Building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash Provision of civic infrastructure like water, electricity, sanitation	10 months	Brick work etc. plastering, plumbing, electrification, tiling, fixation of fittings and white wash etc. services installation
3.	Finishing	8 months	

SCHEDULE - K

(Details of other external development work for the Project)

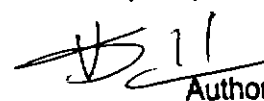
SCHEDULE - L

(Details of specification of material used in construction)

Stone, brick, cement, sand, water, steel, aggregate etc.

Annexure- I
(Site Plan of the Project)

For Unique Apex Developers LLP


Authorised Signatory

Approved Site Plan

Annexure- II

(Copies of notice Advertisements, Brochure and Prospectus with regard to specifications, facilities, amenities, internal/external development works etc. circulated by the Promoter No. 2 at time of booking of Villas in the Project)

Brochure

Annexure-III

Layout plan of Villa

Villa Plans Ready With Area Details

Annexure- IV

Parking area of the Project

Parking Plans Ready with no. of parking

For Unique Apex Developers LLP



Authorised Signatory

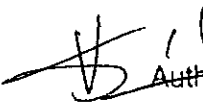


Affidavit cum Declaration of Mr. Vibhishek Pal Singh, as Designated Partner for and on behalf of Unique Apex Developers LLP, as promoter of the proposed project/ duly authorized by the promoter of the proposed project vide its authorization dated 05th January, 2018:

I, Vibhishek Pal Singh (Aadhar No.: 7073-5980-8006) son of Sh. Ajay Pal Singh, aged 37 years, resident of B-68 Yash Path, Tilak Nagar, Jaipur - 302004 Rajasthan, as Designated Partner/ Authorized Signatory for and on behalf of M/S. Unique Apex Developers LLP (LLPIN: AAC-2473), promoter of the proposed project, do hereby solemnly declare, undertake and state as under:

1. That Agreement for Sale for the project named 'UNIQUE ASHRAY' has been prepared on the basis of substance of the performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rajasthan RERA Rules") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
2. We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
3. That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.

For Unique Apex Developers LLP
For Unique Apex Developers LLP


Authorised Signatory
Vibhishek Pal Singh
(Deponent)

Verification

I, Vibhishek Pal Singh, son of Shri Ajay Pal Singh, aged 37 years, resident of B-68, Yash Path, Tilak Nagar, Jaipur -302004 Rajasthan, do hereby verify that the contents in para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

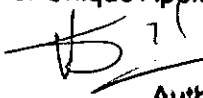
Verified by me at Jaipur on this 10th day of January, 2018.

ATTEST


NOTARY
VERIFIED BY NOTARY JAIPUR

12 JAN 2018

For Unique Apex Developers LLP
For Unique Apex Developers LLP


Authorised Signatory
Vibhishek Pal Singh
(Deponent)

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत
स्टाम्प शुल्क पर प्रसारित अभिवार

1. आधारभूत अभिवार (विधिवत)	133.42	10728
(गिरा 3-1) - 10% कम	525	26
2. माय और...	3195	10728
	525	26
	3195	10728
	525	26

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत
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