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AFFIDAVIT

I, Secretary, Urban Improvement Trust, Kota having office at UIT Building, CAD Circle, Dadabari, Kota-324009 promoter of proposed project / duly authorized do hereby solemnly declare, undertake and state as under:

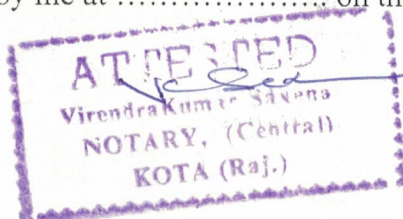
1. That we have applied for registration of our project "Residential Scheme for Group Housing & Flat on Kh.no- 2(Part), 2/1(Part), 3,4,5,6,12, 13,14, 15,16, 23,23/1,24 Village- Hanuwath Khera, 88/296,90,91(Part), 91/1(Part), Village-Nayanohara Tehsil-Ladpura, Kota (Raj)", Kota to be developed on Kh.no-2(Part), 2/1(Part),3,4,5,6,12,13,14,15,16,23,23/1,24 Village- Hanuwath Khera, 88/296,90,91(Part), 91/1(Part), Village-Nayanohara, Tehsil-Ladpura, Kota (Raj) under the provision of Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as from G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for sale is not derogation of or inconsistent with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
4. That if any contradiction arises in the future the deponent will be responsible for it.

Deponent

Verification

I, Secretary, Urban Improvement Trust, Kota having office at UIT Building, CAD Circle, Dadabari, Kota-324009 promoter of the proposed project / duly authorized do hereby that the content in para No.01 to 04 of my above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at on this Day of 2019



Deponent

नगर विकास न्यास, कोटा



कार्यालय नगर विकास न्यास, कोटा

क्रमांक:- एफ11/लॉटरी/2018/

दिनांक :-

--- आवंटन-पत्र ---

श्री/श्रीमती पुत्र/पत्नी

निवासी:-

आधार नं०

विषय :- योजना में भू सं०.....के आवंटन बाबत।

संदर्भ :- आपका आवेदन पत्र क्रमांक.....के संदर्भ में।

फोटो

महोदय/महोदया,

- न्यास की योजना में आवासीय भूखण्ड आवंटन पर हार्दिक बधाई। आपको भूखण्ड संख्या निम्नांकित नियम एवं शर्तों पर आवंटित किया जाता है।
- आपको राजस्थान नगर सुधार अधिनियम एवं इसके तहत बने नगरीय भूमि निष्पादन नियम 1974 तथा Real State (Regulation & Development) Act, 2016 Rajasthan Real State Act. (Regulation & Development) Rule 2017 के अन्तर्गत समय-समय पर बनाये गये नियमों तथा उप नियमों प्रचलित न्यास निर्णयों के अन्तर्गत भूखण्ड आवंटित किया गया है। जो 99 वर्षीय पट्टेदारी के आधार पर है :-

- भूखण्ड की कीमत एवं क्षेत्रफल निम्न प्रकार है :-

भूखण्ड संख्या	भूखण्ड की माप	भूखण्ड का क्षेत्रफल (वर्ग मीटर में)	योजना की आरक्षित दर (प्रति वर्ग मी०)	दर जिससे कीमत जमा होनी है। (प्रति वर्ग मी०)

श्रेणी	कुल कीमत रूपये	साईट प्लान शुल्क (+)	पंजीकरण राशि (-)	शेष जमा योग्य राशि

- शेष राशि जमा कराने का समय :-

- शेष राशि विक्रय अनुबंध करते हुए इस आवंटन पत्र के जारी करने के 30 दिवस के अन्दर जमा करवानी होगी। सलंगन अनुबन्ध को हस्ताक्षर कर न्यास कार्यालय में जमा करवना होगा।
- आवंटन तिथि से 30 दिन बाद से आगामी 60 दिन यानी विक्रय अनुबन्ध तिथि से 90 दिन के अन्दर तक भुगतान योग्य राशि ब्याज सहित जमा की जा सकेगी। ब्याज नियमानुसार आवंटन की तिथि से लिया जावेगा।
- आवंटन पत्र की तिथि से 90 दिन में भुगतान योग्य राशि ब्याज सहित जमा नहीं होने पर आवंटन स्वतः निरस्त हो जावेगा तथा समस्त राशि जब्त कर ली जावेगी, जिसका जिम्मेदार आवंटी स्वयं होगा।
- आवंटी यदि आवंटन राशि का भुगतान आर.टी.जी.एस. के माध्यम से कराना चाहता है तो निर्धारित समयावधि में नगर विकास न्यास, कोटा से चालान प्राप्त कर आवंटन राशि आर.टी.जी. एस. करवा कर आई.सी.आई.सी.आई. बैंक, झालावाड़ रोड़, कोटा से राशि जमा की मोहर लगवाये।

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4. नगरीय कर की राशि आरक्षित दर रूपये...../- प्रति वर्ग मीटर से 2.5 प्रतिशत राशि प्रतिवर्ष देय होगी। यह राशि प्रथम पांच वर्षों में आधी ली जावेगी। प्रत्येक 15 वर्ष के पश्चात् एवं प्रत्येक हस्तांतरण पर नगरीय कर की राशि 25 प्रतिशत की वृद्धि होगी। अगर आवंटी चाहे तो देय नगरीय कर एकनुस्त वर्तमान तक तथा आरक्षित दर से आठ गुना राशि जमा करवा सकते हैं। तत्पश्चात् भविष्य में कोई तीज जमा नहीं करवानी होगी।
5. आवंटन की तिथि से 5 वर्ष तक किसी भी स्थिति में भूखण्ड का हस्तांतरण नहीं किया जा सकेगा। यदि आवंटी आवंटन से 5 वर्ष पश्चात् एवं 10 वर्ष पूर्व भूखण्ड का हस्तांतरण करता है तो नियमानुसार प्रचलित आरक्षित दर की 5% राशि ली जायेगी।
6. भूखण्ड आवंटन से पाँच वर्ष के अन्दर नियमानुसार भूखण्ड पर भवन निर्माण कार्य करना आवश्यक होगा, अन्यथा भूखण्ड का आवंटन निरस्त हो जावेगा। भूखण्ड पर आवास निर्माण के लिये न्यास से स्वीकृति प्राप्त करनी होगी।
7. भूखण्ड पर आवास निर्माण से पूर्व न्यास से नक्शा स्वीकृत करवाना होगा, न्यास की स्वीकृति के बिना आवासीय भूखण्ड का उपविभाजन नहीं किया जा सकेगा।
8. भूखण्ड आवासीय उपयोग में लिया जावेगा तथा बिना न्यास स्वीकृति के कोई परिवर्तन नहीं किया जावेगा। ऐसा करने पर आवंटन निरस्त माना जावेगा।
9. आवंटी द्वारा प्रस्तुत की गई सूचनाओं में कोई तथ्य नियमों के विरुद्ध गलत पाये जाने पर आवंटन निरस्त किया जा सकेगा तथा जमा राशि जब्त कर नियमानुसार कार्यवाही की जावेगी।
10. भूखण्ड की संपूर्ण राशि जमा होने तथा पूर्णता प्रमाण पत्र जारी होने के पश्चात् आवंटी को स्वयं के खर्च पर तीज डीड करवानी होगी तत्पश्चात् ही भूखण्ड का कब्जा पत्र जारी किया जावेगा। भूखण्ड का कब्जा न्यास के कनिष्ठ अनियंता द्वारा मौके पर दिया जावेगा। आवंटी को भौतिक कब्जा लेने हेतु स्वयं न्यास कनिष्ठ अनियंता से संपर्क करना होगा। कब्जा पत्र जारी होने से 15 दिवस में यदि आवंटी द्वारा भौतिक कब्जा नहीं लिया गया तो स्वतः ही कब्जा लिया हुआ माना जावेगा एवं भूखण्ड के संबंध में समस्त जिम्मेदारी आवंटी की होगी।
11. भूखण्ड की नाप भौतिक कब्जा देते समय कुछ कम/ज्यादा हो सकती है, ऐसी स्थिति में अधिक भूमि की अतिरिक्त राशि आवंटी को अलग से नियमानुसार जमा करवानी होगी।

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Agreement for Sale

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

Affix Color
photograph
of the
authorized
signatory
of
Authority
with
signature
across the

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

By and Between

URBAN IMPROVEMENT TRUST, KOTA a Body Corporate incorporated under the provisions of the RAJASTHAN URBAN IMPROVEMENT ACT, 1959 and having its registered office at near CAD Circle, Kota, Rajasthan-324007 and its PAN is AAALU0110D, represented by its authorized signatory.....(Aadhar No.) authorised vide board resolution dated hereinafter referred to as the "Trust" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

[if the allottee is an individual]

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

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the

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"Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

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

or

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....) Son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (c) "Para" means a Para of this Agreement;
- (d) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (e) "Regulation" means the Regulation made under the Act;
- (f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

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

(h) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE TRUST DECLARES THAT,-

A. The Trust is in lawful possession of the land situated on Kh.no- 2(Part), 2/1(Part), 3,4,5,6,12,13,14,15,16,23,23/1,24 Village- HanuwathKhera, 88/296,90,91(Part), 91/1(Part), Village-Nayanohara, Tehsil-Ladpura, Kota (Raj) with a total area admeasuring of 80969.26 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. The Trust has a legal title to the Land with legally valid documents and is lawful owner of the land.

C. the said land is earmarked for the purpose of plotted development of a Residential Project, comprising 65 plots and the said project shall be known as "Residential Scheme for Group Housing & Flat on Kh.no- 2(Part), 2/1(Part), 3,4,5,6,12,13,14,15,16,23,23/1,24 Village- HanuwathKhera, 88/296,90,91(Part), 91/1(Part), Village-Nayanohara Tehsil-Ladpura, Kota" (Raj) ("Project")

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

E. The Trust Committee has granted the commencement certificate to develop the Project vide its approval number 80 of 2018 dated 27/06/2018 ;

F. the details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under :-

Having Case No.-274/12 on kh. No.-3,4,5, 6 filed in Revenue Mandal, Ajmer.

G. the Trust has conceived, planned and is in the process of constructing and developing a real estate project known as "Residential Scheme for Group Housing & Flat on Kh.no- 2(Part), 2/1(Part), 3,4,5,6,12,13,14,15,16,23,23/1,24 Village- HanuwathKhera, 88/296,90,91(Part), 91/1(Part), Village-Nayanohara Tehsil-Ladpura, Kota (Raj)", (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the common areas, the development works, all improvements and structures thereon, and all

easements, rights and appurtenances belonging thereto, on a piece and parcel of Land measuring 80969.26 square meters situated at Kh.no- 2(Part), 2/1(Part), 3,4,5,6,12,13,14,15,16,23,23/1,24 Village- Hanuwath Khera, 88/296,90,91(Part), 91/1(Part), Village-Nayanohara, Tehsil-Ladpura, Kota (Raj) and latitude & longitude of the end points of the Project are respectively. The location details are fully described in the Schedule-I.

H. The Project has been registered with the Real Estate Regulatory Authority on (date) and the Project Registration Certificate No. is This registration is valid for a period of years commencing from and ending with unless extended by the Authority. The details of the Authority and Project are also available in the website (www...) of the Authority.

I. The layout plan site plan of the Project has been sanctioned vide No. 80 of 2018 dated 27/06/2018 in Trust Committee Meeting, UIT KOTA (competent authority), and copy of which is enclosed as Schedule-2.

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

K. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, and other internal development works proposed to be provided in the Project are as under

As per Schedule-4

L. The details of other external development works to be taken for the Project areas under:-

As per Schedule-4

M. The details of specifications of material used in construction are as under:-

.....
.....
.....
.....

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

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

O. temporary fire NOC for the Project has been accorded by the..... vide No..... dated..... **NOT APPLICABLE**

P. the Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date..... **NOT APPLICABLE**

Q. Environmental Clearance from the department concerned has been obtained or the Project. **NOT APPLICABLE**

R. Public Health & Engineering Department has also given NOC for developing the Project. **NOT APPLICABLE**

S. the Authority has opened a separate account in Branch for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.

T. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Trust and/or on visiting the model of the Plot, has applied for allotment vide lottery/auction and to purchase/take on lease a Plot (hereinafter referred to as the 'Unit') in the Project. The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/amount including application fee (not being more than 10% of the cost of the plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

U. The Allottee has been allotted a plot in the Project vide Lottery/Auction No..... dated..... and has been allotted plot no..... having area of square meters (hereinafter referred to as the "Plot" more particularly described in Schedule-3.

V. 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.

- W. 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;
- X. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Trust hereby agrees to lease and the Allottee hereby agrees to purchase/take on lease the Plot and as specified in para U.

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 Trust hereby agrees to sell/lease to the Allottee(s) and the Allottee(s) hereby agrees to purchase/take on lease and receive the Plot.
- 1.2 The Total Price for the Plot on the plot area is Rs. (in words Rupees..... only) ("Total Price"):-

Details of Plot	Amount
Basic Price of Plot(Rate Per Sq. Mtr)	
Site Map Fees	
BSUP Charges	
Urban Assessment Charges	
Total Price(in Rupees)	

Explanation:

- (i) The Total Price above includes the booking amounts/earnest money deposit /Application money of Rs. (Rupees...) paid by the allottee to the Trust towards the Plot.
- (ii) The Total Price above excludes Taxes (GST or any other taxes) which may be levied, in connection with the project.

The allottee will be liable to pay GST or any other taxes as applicable on actual

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basis on each installment payable.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Trust shall be increased/ reduced based on such change/ modification:

- (iii) The Trust shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Trust within the time and in the manner specified therein. In addition, the Trust shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 1.3 As mentioned in para 'T' above, the Trust has already received an advance/ booking amount/application money/earnest money deposit from the Allottee(s) as of Rs. /-(Rupees.....only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs. and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. of the total price strictly in accordance with the payment plan given below :-

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the Allottee

- 1.4 It is agreed that the Trust shall not make any addition and alteration in the sanctioned plans, layout plans and specifications in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.5 Subject to Term No. 9.3 the Trust agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Plot.

(ii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.

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- 1.6 The Allottee has paid a some of Rs. ----- (Rupees----- only) as booking amount/application money/earnest money deposit being part payment towards the Total Price of the Plot at the time of application the receipt of which the Trust hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No.1.3 above as may be demanded by the Trust within the time and manner specified therein.

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

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Trust abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Trust, within the stipulated time as mentioned in the payment plan at Term No.

1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of -----payableat-----.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Trust with such permission, approval which would enable the Trust to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Trust accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Trust fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Trust's immediately and comply with necessary formalities if any, under the applicable laws. The Trust shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Trust shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Trust to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of theAllottee against the Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Trust to adjust his payments in anymanner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THEPROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Trust. The Trust 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 Trust undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Trust shall constitute a material breach of thisAgreement.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot – The Trust agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Trust assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 26.06.2022

-- , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Trustshallbe entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Trust to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Trust shall refund to the

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Allottee(s) the entire amount received by the Trust from the Allottee with interest within forty-five days from that date. The Trust shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Trust and the Trust shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession-** Possession of the plot will be given in accordance with The Rajasthan Improvement Trust (Disposal of Urban Land) Rules, 1974. Registration of Conveyance Deed/Lease deed will be done as per local laws.

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Trust, the Trust herein is entitled to forfeit the 10% of total price of the plot. The balance amount of money paid by the Allottee(s) shall be returned by the Trust to the Allottee(s) within forty-five days of such cancellation.

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

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

Provided that where if the Allottee does not intent to withdraw from the Project the Trust shall pay the Allottee interest for every month of delay, till the handing

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over of the possession of the Plot, which shall be paid by the Trust to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE TRUST:

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

- (i) The Trust has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Trust has lawful rights and requisite approvals from the competent authorities to carry out development of the Project; There are no encumbrances upon the said Land or the Project;
- (iii) There are litigations pending before any Court of law or Authority with respect to the said Land at the date of Allotment.
Having Case No.-274/12 on kh. No.-3,4,5, 6 filed in Revenue Mandal, Ajmer.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Authority has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (v) The Trust has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Trust has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Trust confirms that the Trust is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Trust shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).
- (ix) The Trust has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Trust in respect of the said Land and/or the Project.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Trust fails to provide ready to move in possession of the Plot to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot 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 Trust's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Trust as demanded by the Trust. If the Allottee(s) stops making payments, the Trust shall correct the situation by completing the 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 Trust shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase/taking on the lease of the Plot, along with interest within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Trust as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Trust on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Trust in this regard, the Trust may cancel the allotment of the Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. CONVEYANCE OF THE SAID PLOT:

The Trust, on receipt of Total Price of the Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a Lease deed/conveyance deed and convey the title of the Plot as per The Rajasthan Improvement Trust (Disposal of Urban Land) Rules, 1974.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Trust to withhold registration of the Lease deed/conveyance deed in his/her favour till payment of stamp duty and registration charges to the Authority is made by the Allottee(s), Allottee also liable to penalty for non-submitting the Registered Lease Deed to Trust within time.

11. MAINTENANCE OF THE SAID PROJECT:

The Trust shall be responsible for providing and maintaining the essential services in the Project, till the handing over of the Project/Services to Nagar Nigam, Kota.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Trust as per this Agreement relating to such development is brought to the notice of the Trust within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Trust to rectify such defects without further charge, within thirty days, and in the event of Trust's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot 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 Plot, which may be in violation of any laws or rules of any authority.

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

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

15. TRUST SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Trust executes this Agreement he shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has

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taken or agreed to take such Plot.

16. BINDING EFFECT:

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

17. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

18. RIGHT TO AMEND:

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

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

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

20. WAIVER NOT A LIMITATION TO ENFORCE:

20.1 The Trust may, at least solve option and discretion, without prejudice to its rights as laid out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Trust in the case of one allottee shall not be construed to

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be a precedent and /or binding on the Authority to exercise such discretion in the case of other allottees.

- 20.2 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.

21. SEVERABILITY:

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

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

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

23. FURTHER ASSURANCES:

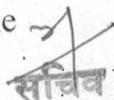
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any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

24. PLACE OF EXECUTION:

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

25. NOTICES:

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


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URBAN IMPROVEMENT TRUST, KOTA	Allottee(s) name
NEAR CAD CIRCLE, KOTA	Address.....

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

26. JOINTALLOTTEE:

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

27. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the plot, as the case may be, prior to the execution and registration of the agreement for sale for such plot, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Trust under the agreement for sale, under the Act, the rules or the regulations made thereunder.

28. 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 Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

29. DISPUTE RESOLUTION:

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

30. OTHER TERMS AND CONDITIONS :

- The plot is allotted on Lease hold basis for a period of 99 years.
- (a) Lessee/purchaser is required to deposit Rs.....(in words.....) as Urban assessment amount with Trust or any other place as specified by State Government from time to time, in respect of the said plot on the 31st march every year. If the amount for urban settlement is not deposited on

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the due date, interest has to be served according to the rules.

(b)

As per the instructions issued by State Government from time-to-time, the amount for urban assessment can be deposited in lump sum. If the amount for urban assessment for full yearly assessment 8 years is deposited one time in advance at the rate of.....per square metre per year, the liability of urban settlement will cease to exist in future. It has to be sure on that there should not be any outstanding amount towards urban assessment against allottee on the date on which such one-time amount is deposited.

(c) The prescribed amount for urban assessment is subject to an increase of 25% after completion of every 15 years and in case of every transfer. The duration of 15 years will be counted from the date of issue of possession certificate.

3. The use of plot will not be permitted other than the specified purpose.
4. In case of sale of plot by allottee the buyer will be eligible for name transfer as per the Rajasthan Improvement Trust (Disposal of Urban Land) Rules 1974.
5. Construction is to be done within 5 year from the date of allotment/in case of Auction Construction Period in 3 years on the sold/leased on plot in accordance to prevailing State Government directions and as per Rajasthan Improvement Trust (Disposal of Urban Land) Rules 1974. In case construction is not done.....construction roundly will be payable as per rules, and as per the instructions of State Government issued time to time. If construction is not done within 5 years, the allotment of the plot will be cancelled. Thereafter, the plot will be the property of Trust.
6. Lessee/purchaser will not divide/reorganize the plot without the consent of Trust.
7. Lessee/purchaser will follow the conditions of allotment letter and lease deed. If Any condition is violated then the plot and building on the said plot if any, will be Acquired without any compensation and allottee/buyer will not be entitled for Allotment of any plot in future.
8. Lessee/purchaser will not use the said plot or will not give permission to any Other person to use the said plot or building on said plot or both for the purpose Which are inconsistent to the conditions or without the written permission of Trust Lessee/purchaser will follow the conditions of lease deed and conditions of The Rajasthan Improvement Trust (Disposal of Urban Land) Rules, 1974. If any Condition is violated, then the said plot and building of said plot if any will be Acquired without any compensation. New purchaser will also be bound to follow the entire set of conditions.
9. There is no cases pending in any court in respect of this project. In case of

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Any litigation arises in court, Trust will not be
Liable for it and action will be taken as per the direction of the court.

10. In future, if there is any dispute in relation to the area of the plot then the Trust will allot a plot of same size in the same project of elsewhere. Otherwise the amount paid by the allottee will be refunded to them without Interest.
11. Possession of the plot will be given just after the payment is being made in respect of the plot and after Lease deed is executed. Therefore complete payment should be made in accordance with the terms and conditions set out in the Allotment Letter.
12. The Trust and the allottee agree to the terms and conditions set out in Application Form, Auction Letter, Allotment Letter, Lease Deed and Possession Letter.

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

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

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

TRUST
For and on behalf of M/s
Name

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Signature
Designation

WITNESSES	
1- Signature	
Name	
Address	
2- Signature	
Name	
Address	

SCHEDULE-1

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

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area	

or

Name of Scheme/Colony and City	Plot No.	Area (in meters)

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- 2- The piece and parcel of the plot of land in site is bounded on the :-
In North.....
In South.....
In East.....
In West
And measuring
North to South
East to West
- 3- Latitude/ Longitude of the end points of theProject
In North.....
In South.....
In East.....
In West
- 4- Other details of the location of theProject
- 5- LocationMap

SCHEDULE-2
(Lay-out Plan of the Project)

SCHEDULE-3
(Description of Plot)

SCHEDULE-4
(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Trust at time of booking of Units in the Project)

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

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