



I **Kuldeep Panchl**, son of Shri. Satypal Singh Panchal, aged **32 years**, R/o House No-A44, Dharam Colony, Palam Vihar Extension, Gurgaon-122017, duly authorized by Promoter, **R-Tech Housing Private Limited**, do hereby solemnly declare, undertake and state as under:-

1. That we have applied for registration of our project "**Capital Greens**" situated at **Village Milakpur Gurjar, Sector- 09 & 24, UIT, Bhiwadi, Rajasthan-301019** under the provisions of the **Real Estate Regulation and development Act, 2016** read with the **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 **FORM-G** in the **Rajasthan Real Estate (Regulation and Development) Rules, 2017**.

For R Tech Housing Pvt. Ltd.

Authorized Signatory



जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)

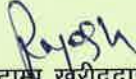
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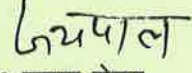
नाम मै० आर-शेक हाउसिंग प्रा० लि०

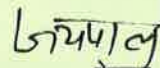
निवासी/पता 80 सेक्टर 44 शुडगावां

जिला शुडगावां वास्ते शपथपत्र

जर्ये राजेश


ह० स्टाम्प खरीददार


ह० स्टाम्प सेलर
जयपाल सिंह
(मु० वि० ला० नं० 193/05)

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	100/-
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3 -क) - 10% रुपये 10/-	
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3 -ख) - 10% रुपये 10/-	
कुल योग	120/-
 हस्ताक्षर स्टाम्प वेण्डर	

3. That the draft Agreement for sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.

For R Tech Housing Pvt. Ltd.



Authorized Signatory

Deponent

I **Kuldeep Panchl** Son of **Shri. Satypal Singh Panchal** aged **32** years, R/o **House No-A44, Dharam Colony, Palam Vihar Extension, Gurgaon-122017** 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 therefrom.

Verified by me at Jaipur on this **02nd** day of **August, 2017**.

For R Tech Housing Pvt. Ltd.



Authorized Signatory

Deponent



ATTESTED

RAM NIWAS, ADVOCATE
NOTARY GURGAON HR. (INDIA)

03 AUG 2017

Regd. Office: Building No. 80, Second Floor, Sector -44, Gurgaon, Haryana 122002
Site Office: Village Milakpur Gurjar, Sector-09 & 24, UIT, Bhiwadi, Rajasthan-301019
CIN: U45400HR2011PTC052419 | **Ph.:** +91-124 4725300-349
Toll Free: 1800 103 4588 | **Email:** info@rtechgroup.co.in | **Web:** www.rtechgroup.co.in
Date:

Ref:

Project Registration No.:

Website:

To,

Mr. /Ms.

Mobile No.:

Joint Appl. _____ (If any)

Sub.: Allotment of Apartment/Flat No. _____ admeasuring Super Built-Up Area of _____sq. Ft. (Equivalent to Carpet area of _____Sq. Ft.) at Tower/Block No. _____, _____ Floor, in the Group Housing Project under the name and style of '_____'.

Dear Sir/Madam,

Thank you for your application and Booking Amount of **Rs.** _____/- received towards Booking Application of a residential apartment/Flat in our project titled "_____".

We are delighted to inform you that you have been allotted Apartment/Flat No. _____ against your booking application, admeasuring Super Built Up Area of _____sq. Ft. (Equivalent to Carpet area of _____Sq. Ft.) in the Group Housing Project "_____", being developed by the Developer, subject to the terms and conditions of the booking Application and Flat Buyer's Agreement to be executed with the Developer, including but not limited to timely and full payment of Total Price and other dues to the Developer, which is the essence of this Allotment.

You are requested to remit the payments as per payment plan agreed and accepted by you, by Cheque, RTGS, Demand Draft drawn in favour of "_____" as per details provided in the demand letter. Enclosed herewith are the receipt of the Booking Amount and Schedule of Payment.

We are looking forward to have a lasting relationship with you. For any further information please, feel free to call our Customer care officer(s) on **+91-**_____ or email to us _____ and, we would be happy to assist you.

For R-TECH HOUSING PVT LTD

(Authorised Signatory)

R-Tech Housing Private Limited

Encl.: Receipt of Booking Amount, Schedule of Payment


Authorised Signatory

NOTE:

- Please ensure that you indicate your Name, Unit No., Customer code No. and Mobile No. on the reverse of the cheque/draft.
- Kindly inform us, regarding change of your Address, Mobile No., E-mail id, immediately, if any.
- Kindly quote your Customer Code and Unit No. in all your future correspondence.

Regd. Office: Building No. 80, Second Floor, Sector -44, Gurgaon, Haryana 122002

Site Office: Village Milakpur Gurjar, Sector-09 & 24, UIT, Bhiwadi, Rajasthan-301019

CIN: U45400HR2011PTC052419 | **Ph.:** +91-124 4725300-349

Toll Free: 1800 103 4588 | **Email:** info@rtechgroup.co.in | **Web:** www.rtechgroup.co.in

CAPITAL GREENS, BHIWADI

DRAFT

AGREEMENT FOR
SALE

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

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

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

By and Between

M/s **R-Tech Housing Pvt. Ltd.** (CIN No. U45400HR2011PTC052419)
a company incorporated under the provisions of the Companies Act, 1956/ 2013 and
having its Registered & Corporate office at Building No. 80, 2nd Floor, Sector-44,
Gurgaon (Haryana) and its PAN is _____, represented by its authorised
signatory Mr. _____ (Aadhar No.) authorised vide
board resolution dated _____ hereinafter referred to as the "**Promoter or
Developer**" (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

R-Tech Housing Private Limited


Authorised Signatory

Promoter/Developer

Allottee/Buyer

Mr./Mrs./Ms/M/s _____
Son/Daughter/Wife of _____
Resident of _____
Registered Office _____
CIN No. _____,

aged about years, and (Aadhar No. _____) (PAN _____)
(hereinafter singly/ jointly, as the case may be, referred to as the "**Allottee(s)/Buyer(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.

The Promoter 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) "**Apartment or Flat**" shall mean a space in the said project intended to and/or capable of being independently and exclusively occupied having an entry and exit and includes a Flat and all such units or spaces intended to be used for any residential use in any part of the said project.
 - (c) "**Building**" shall mean the Tower/Block no. in the said project where the Allottee (s)/ Buyer(s) has been allotted his Unit.
 - (d) "**Building Plan**" shall mean the plans and design of Building constructed or to be constructed on the scheduled land (as defined herein below" which has been duly approved by UIT, Bhiwadi or which or any variation therein which may be subsequently made by promoter / and/or Architect in accordance with Applicable laws.
 - (e) "**Carpet Area**" means the net usable floor of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or varandah area and exclusive open terrace area but includes the area covered by the internal partition walls of apartment or flat.
 - (b) "**Built-up area**" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case



Promoter/Developer

Allottee/Buyer

there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;

- (f) **"Common Areas"** shall have the meaning as ascribed to it in the Act;
 - (g) "Interest" means the interest payable at the rate specified in rule 17 of the Rules;
 - (h) **"Delay Payment Charges"** means the charges payable by the allottee(s) to promoter for delay in payment of any amount, installment charges etc. at the rate of 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 Act and Rules.
 - (i) **"Earnest Amount"** shall mean 10% of the total cost price of Unit.
 - (j) **"Interest Rate"** shall mean 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 Act and Rules of RERA.
 - (k) **"Limited Common Areas and Facilities"** means common areas and facilities designated and reserved by the Promoter for exclusive use of the Allottee(s) to the exclusion of other apartment owners and more clearly detailed in **Schedule-**
 - (l) **"Para"** means a Para of this Agreement;
 - (m) **"Maintenance Society"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (n) **"Regulation"** means the Regulation made under the Act;
 - (o) **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (p) **"said Project"** shall mean and the residential project comprising of building(s), Tower/Block(s), Parking facility, Club House Flats and other amenities etc. constructed / to be constructed upon the Scheduled Land and named as **"Capital Greens"**
 - (q) **"Scheduled Land"** means the land the land area of 30149.12 Sq. Mtr. Situated at village-Milakpur Gurjar, Bhiwadi Distt. Alwar (Rajasthan)
 - (r) **"Super Built-up Area"** means the the area at which Units/Flats were sold before coming the RERA Act and Rules in force.
 - (p) **"Schedule"** means the Schedule attached to this Agreement; and
 - (q) **"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 the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings

respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

- A) The Agricultural land admeasuring 37837.34 Sq mtr situated in revenue Village Milakpur Gurjar, Teh-Tijara, Bhiwadi was initially registered in favour of M/s Jaishree Technobuild Ltd., having its registered office at B-4/160-A, Keshav Puram, Delhi-110035 and, Order 90 (B) No. 02/2008 dated 17.03.2008 passed by Authorized Officer (Land Acquisition Officer), Urban Improvement Trust, Bhiwadi. Subsequently, for developing a Group Housing Colony thereon Lease Deed dated 29.06.2010, was registered in favour of M/s Jaishree Techno Build Ltd. vide Registration dated 19.06.2010 and the same was recorded in the office of Sub-Registrar, Bhiwadi, in Book No. 1, Jild No. 328 on Page No. 107 at serial No. 2010002760. The allotment of the said land was also done in favour of M/s Jaishree Technobuild Ltd. vide letter no. 1696-97/2010 dated 30.06.2010 under Section 90(B) of Rajasthan Land –Revenue Act 1956 & under Sec. 60 Nagar Improvement Act by Urban Improvement Trust Bhiwadi, for developing a Group Housing Colony thereon (**hereinafter referred to as Conversion of land use. 'Said license'**).
- B) The construction permission and building lay-out map of multistoried Group Housing Project named "**CAPITAL GREENS**", has been approved by the Urban Improvement Trust, Bhiwadi, vide Letter No. 10063-64/13 Dated 23.10.2013 with respect to above said Project land situated in revenue village- Milakpur Gurjar, Sector-09 & 24, UIT, Bhiwadi (hereinafter referred to as the said '**Group Housing Project**' and to be constructed, in accordance with approved Building Lay-out Plan.
- C) The Developer was duly authorized by Jaishree Techno Build Ltd. vide duly registered Development Agreement Dated 18th April 2013, which is recorded in the Office of sub-Registrar Bhiwadi at Book No.1, Jild No.406 on Page no.24 as Sr. No.2013002024. and the Developer had conceived all rights and authority to develop Group Housing Project, on the said land and completely entitled to develop Group Housing Project, on the said Land and, also authorized to deal, negotiate, sign & execute, agreement, sale deeds etc. at its sole discretion and also to receive the booking & total sale consideration, in his name, from the Buyer(s)/Purchaser(s).
- D) That, for some reason M/s Jaishree Techno Build Ltd. has decided and agreed to sell the said residential land admeasuring 37837.34 sq. mtr, in favour of R-Tech Housing Pvt. Ltd. and Sale-Deed dated 01.08.2014 and the above said residential land has been executed and registered and recorded in the office of Sub-Registrar, Bhiwadi, in the Book No. 01, Jild No. 442, Page No. 96 Serial No. 2014003096 and also on additional Book No. 01, Jild No. 1514, Page No. 507 to 517, Sub-Registrar, Bhiwadi.
- E) That, in view of Sale-Deed dated 01.08.2014, registered in favour of R-Tech Housing Pvt. Ltd. the Developer has submitted request application before the office of Secretary,

Promoter/Developer



Allottee/Buyer

UIT, Bhiwadi, to change the Company's name of Jaishree Technobuild Ltd., from the records of UIT, Bhiwadi, with respect to residential Group Housing land admeasuring 37837.34 Sq. Mtr. Situated at village-Milakpur Gurjar, Bhiwadi, for development of Residential Colony, on the said land. In response to our request application the Secretary, UIT, Bhiwadi passed name transfer order vide letter no. 3361-3362/14 dated 12.09.2014 in favour of R-Tech Housing Pvt. Ltd. replacing the name of M/s Jaishree Techno Build Ltd. from the records of UIT, Bhiwadi, for all intents and purposes and also ordered that all the terms and conditions applicable to M/s Jaishree Technobuild Ltd. shall be binding upon R-Tech Housing Pvt. Ltd.

- F. That, now the Promoter is in lawful possession of the land in revenue village Milakpur Gurjar situated in Bhiwadi , Tehsil- Tijara , District Alwar (Rajasthan) with a total area admeasuring of 30149.12 square meters (hereinafter referred to as '**Land**' and more fully described in the **Schedule-1**).
- A. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land.
- B. the said Land is earmarked for the purpose of Group Housing project (Residential), comprising **07** Tower/Block, a multistoried apartment/ building and the said project shall be known as residential Project "**Capital Greens**" (**Phase-1 "Project"**)

and

the said land is earmarked for the purpose of residential development of a project, comprising some area of land is also duly approved for commercial development in the Project.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- D. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- E. the **Urban improvement Trust (UIT)** Bhiwadi has granted the commencement certificate to develop the Project vide its approval number _____ dated _____;
- F. The promoter has obtained construction finance to the tune of Rs. 55 crore, out of

Promoter/Developer

Allottee/Buyer

which Rs. 42 crores has been availed from Bank of Baroda in terms of hypothecation agreement dt. _____ and created security on the Scheduled Land by way of mortgage in favour of Bank of Baroda. Further, there is an exclusive charge on all receivables / cash flows / revenues including, booking amounts arising out of or in connection with the said project etc.

- G. Except as disclosed under this Agreement, the Project land is free from all encumbrances.
- H. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as '**Capital Greens**', (hereinafter referred to as the '**Phase-1, Project**') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/Flats, and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring _____square meters situated at Village Milakpur Gurjar, Bhiwadi, Tehsil-Tijara, Alwar . And latitude & longitude of the end points of the Project are respectively. The location details are fully described in the **Schedule-1**.
- H. the Project has been registered with the Real Estate Regulatory Authority on (date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- I. The Building plan/ site plan of the Project (**Phase-1 Project**) has been sanctioned vide No. _____ dt. by the UIT, Bhiwadi and copy of which is enclosed as **Schedule-2(a)**.
- J. Approval of specifications of the Project and permission of building construction upto meters height (.....floor) under the relevant legal provisions has been accorded vide No..... date by the Urban Improvement Trust Bhiwadi (competent authority). The specifications of the Project are as listed out in **Schedule-2(b)**

The Promoter/developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and

other laws as applicable;

- K. the details of Floor plan/Unit Plan of the Apartment No. _____ Block/Tower_____, Floor _____ of the Project is given in **Schedule-3**.
- L. the details, specifications, facilities, amenities which are part of Apartment/Flat have been listed out in **Schedule-5** and plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof, including internal and external development proposed in the Project have been listed out in **Schedule-6 attached hereto**.
- M. 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 detailed in Schedule-7 attached hereto.
- N. Fire NOC for the Project has been accorded by the vide No. Dated
- O. Environmental Clearance from the department concerned has been obtained for the Project.
- P. the Promoter has opened a separate account in Branch..... of..... Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- Q. The Allottee/Buyer(s) hereby represents that it has undertaken necessary due-diligence with respect to the Unit and the Project and has reviewed the title documents in respect of the Land, rights of the Promoter in respect of the Project and approvals and permissions accorded by the competent authorities etc., and has fully satisfied itself about the nature of rights, interests and arrangements of the Promoter in respect of the Unit and has further understood the limitations and obligations of the Promoter in respect thereof.
- R. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Flat / Apartment (hereinafter referred to as the 'Unit') in the Project vide

his/her/their/its application dated..... The Allottee(s)/Buyer(s) has also deposited a sum of Rs. _____/- (Rupees _____ only) as an advance payment/ booking amount including application fee (not being more than **10% of the cost** of the apartment/Flat as provided in **sub-section (1) of section 13** of the Act) 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 and opted payment Plan agreed and accepted by Allottee(s)/Buyer(s).

- S. the Allottee has applied for the Unit, an apartment in the Project vide application no. dated and has been allotted apartment/flat no. _____ **having super Built-up Area _____ Sq. ft, built-up area _____ (equivalent to built-up area _____ sq.ft) equivalent of Carpet Area of square feet, type- 1bhk/ 2bhk/3bhk, on _____ floor in tower/block no. _____ ("Building")** along with garage/covered parking no. measuring square feet in the, as permissible under the applicable law and of pro rata share in the common areas as defined under clause **(n) of section 2 of the Act** (hereinafter referred to as the **"Apartment/Flat"** more particularly described in **Schedule-4** and the floor plan of the apartment is annexed hereto and marked as **Schedule-3**.

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

- T. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights, duties 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.
- U. 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;
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Flat] and the garage/covered parking (if applicable) as specified in para S.

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

1. TERMS:

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the said Apartment / Flat.
- 1.2. The Total Price for the Apartment/ Flat based on the Super Built-Up Area admeasuring _____ sq. ft.(equivalent to built-up area _____)(equivalent to Carpet Area of _____ Sq. ft.) is Rs. _____ /- (Rupees _____ only) ("**Total Price**"). (break-up of the total price)

Apartment/Flat no. _____ Block/ Tower no..... Type-__ BHK Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

The break-up of the Total Price of Flat/Apartment is as more clearly detailed in Schedule -8 attached hereto.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----



Promoter/Developer

Allottee/Buyer

Explanation :

- (i) The Total Price above includes the booking amounts of Rs.....
(Rupees.....) paid by the Allottee to the Promoter/developer towards the Apartment flat as mentioned in **Para 'S'**.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/ Flat to the Allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in the **Schedule-9**. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Flat includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting, club membership fees, equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Flat and the Project.

- 1.3. The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4. As mentioned in para 'R' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the Total Price of Rs. _____/- and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. _____/- of the Total Price strictly in accordance with the payment plan attached hereto as **Schedule-9**
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of Installments payable by the Allottee(s) by discounting such early payments @ _ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule '5' and Schedule '6'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ flat in contravention with the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor additions or alterations as may be

necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Allottee, as per the provisions of the Act. For clarity, the minor additions or alterations shall exclude structural changes including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joint, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment.

- 1.7. The Promoter shall confirm to the final Super built-up Area (Carpet area) that has been allotted to the Allottee/Buyer, after construction of the building is complete and the Completion Certificate granted by the competent authority, by furnishing details of the charges, if any in the Super Built-up Area/carpet area. The Total Price payable for the Super Built-up Area (equivalent to carpet area) shall be measured and recalculated upon confirmation by the Promoter. If there is reduction in the Super Built-up Area (equivalent to carpet area) then the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. However, in the event the increase in Carpet Area of the Apartment is more than 3%, then the Promoter shall be entitled to demand additional amount from the Allottee for increase in Carpet Area of the Apartment upto 3% only. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8. Subject to the Promoter agrees and acknowledges upon execution of Sub-lease/Conveyance Deed in favor of the Allottee, the Allottee shall have the right to the Apartment Flat as mentioned below:
 - (i) The Allottee(s)/Buyer(s) shall have exclusive ownership of the Apartment/ Flat;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas except Limited Common Areas and Facilities, along with other occupants and maintenance staff etc., without causing any

inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act. The Allottees shall not have any ownership right on the Limited Common Areas and Facilities and the right to use Limited Common Area and Facilities shall be limited to Allottees who have been specifically authorized to use such Limited Common Areas and Facilities. The Promoter shall be entitled to regulate the usage of the Limited Common Areas and Facilities and dispose the same as it may deem fit;

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

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

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

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

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

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

2. MODE & TERMS OF PAYMENT:

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan given in Schedule-9 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of _____ payable at _____.
- 2.2. For all payments, the date of clearance of the demand draft(s) or A/c payee cheque(s) shall be taken as the date of payment. In case the Allottee makes any payment by an outstation cheque, then the payment shall be deemed to have been received on the date the cheque gets credited into the bank account as designated by the Promoter. Further, the applicable bank charges for clearing of such outstation cheques shall be borne and paid by the Allottee and the Promoter shall not be responsible for the same.
- 2.3. In the event any cheque is dishonoured by the bank for any reason whatsoever, the Allottee shall be liable to pay the cheque dishonour (i.e. bounce) charges of Rs.500 (Rupees Five Hundred Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour / bouncing and/or such other charges/taxes as may be levied by the competent authorities / bank in respect of the same from time to time. The Allottee confirms payment of aforesaid charges shall

be in addition to the liability of the Allottee of payment of interest on the delayed payments as per the terms of this Agreement.

- 2.4. The Allottee shall be issued a receipt by the Promoter/developer against the delivery of every demand draft / cheque issued by the Allottee subject to the clearance of the said demand draft / cheque. The receipt of the payment shall be issued by the Promoter in the name of the Allottee, irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5. The Allottee further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder / notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee and the Allottee is required to adhere to the timelines and comply with all its obligations on its own. Any payment of Apartment by any third party shall not create any interest or allotment right in such booking/allotment for such third person, making the payment for any booking/allotment, in any manner, at any point of time

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 Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in **Term 3.1 above**. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter

shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Flat mentioned herein, in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee, only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Apartment/Flat, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner. The Allottee agrees and understands that the payments made by the Allottee shall be first adjusted towards the payment / satisfaction of any outstanding or past interests/dues/amounts, if any, and thereafter shall be adjusted towards the payments to be made towards Total Price.

5. TIME IS ESSENCE:

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

The Allottee agrees that the timely payment of installments of the Total Sale Price and other charges and performance of its obligations by the Allottee, is essence of this Agreement and payment of installments of the Total Sale Price and other charges shall be made by the Allottee in accordance with the Payment Plan as per demands is raised by the Promoter. The Payment Plan as detailed in **Schedule-9** shall be final and binding on the Allottee and any subsequent change in the Payment Plan shall be duly intimated to the Allottee by the Promoter as per this Agreement.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ flat and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved

by the competent authority, as represented by the Promoter/developer. The Promoter 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 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 Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT / FLAT:

- 7.1. **Schedule for possession of the said Apartment of Flat** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ flat to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project/Phase **within 60 months from the date of start of construction i.e. 23 October 2013**, unless there is delay or failure due to war, government notification, order/judgement of any court, authority, change in law, flood, drought, fire, cyclone earthquake, or any other calamity caused by nature effecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2. **Procedure for taking possession-** The Promoter, upon obtaining the Completion Certificate from the competent authority shall offer in writing the possession of the Apartment/ Flat, to the Allottee(s) in terms of this Agreement

to be taken within 2 (two) months from the date of issue of Completion Certificate. The Allottee(s) shall clear all his/her/their dues within the time specified in the offer of possession and take over possession of the said Apartment within the prescribed time. The execution of title documents including possession letter, lease deed/sub-lease deed/conveyance deed in favour of the Allottee shall be subject to receipt of the Total Price and all other charges / amounts from the Allottee as detailed in this Agreement. The Allottee shall comply with and abide by applicable rules, regulations, terms and conditions prescribed/imposed by the competent authorities.

It is clarified that due to the absence of provision regarding the timeline for executing the conveyance deed/sub-lease deed in local law, the conveyance deed/sub-lease deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of Completion Certificate as per the provision of the Act. However, in case any provisions of the local laws regarding the timeline for executing the conveyance deed/sub-lease deed is provided at any later stage, the Promoter undertakes to abide by same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the Completion Certificate of the Apartment/ Flat, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3. **Failure of Allottee to take possession of Apartment/ Flat-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Flat from the Promoter/developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per **Term No. 7.2 above**, such Allottee shall continue to be liable to pay maintenance charges from the date of offer of possession and the Promoter shall not be held responsible for any damage, theft, accident or mishap to/in the Apartment, its fittings, fixtures thereafter, in any manner whatsoever. The Allottee shall be deemed to have taken over the possession of the said Apartment from the date of offer of possession only for the purpose of payment of maintenance charges. However the actual and physical possession of the said Apartment/Flat shall be handed over by the Promoter to the Allottee only upon payment of all dues and execution and registration of conveyance deed/sub-lease deed by the Allottee.

- 7.4. **Possession to the Allottee-** After obtaining the Completion Certificate and handing over physical possession of the Apartment/ Flat to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas, to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

It is clarified that due to the absence of provision regarding the timeline for handing over the necessary documents and Common Areas to the Maintenance Society in any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, within thirty days after obtaining the Completion Certificate as per the provision of the Act. However, in case any provisions of the local laws regarding the timeline for handing over necessary documents including Common Areas to the Maintenance Society is provided at any later stage, the Promoter undertakes to abide by same.

In case the Project is developed in a phase-wise manner, the handing over of the Common Areas of the Project by the Promoter shall take place only after the completion of entire Project.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, delayed payment interest, brokerage charges paid for the allotment and Administrative Charges. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days from the date of disposal/re-sale of the Apartment to the third party/new Allottee, in the Building/Project.

- 7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act .

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Flat (i) in accordance

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter 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 Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter 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;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the

said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed/sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Flat along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

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



Promoter/Developer

Allottee/Buyer

- (ii) Discontinuance of the Promoter'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 Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment/Flat, 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 Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Flat. The interest payable to the Allottee under this clause shall be adjusted at the time of offer of possession by the Promoter to the Allottee.

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 2(two) consecutive demands made by the Promoter as per the payment plan stated above. Despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 03 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount, brokerage charges and the interest liabilities for outstanding payments under this Agreement shall stand terminated. The balance amount of money paid

by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within forty-five days from the date of disposal/re-sale of the Apartment to the third party.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/FLAT :

- 10.1. The Promoter, on receipt of Total Price of the Apartment/ flat as per Term **No.1.2** under the Agreement from the Allottee shall execute a conveyance deed/sub-lease deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate, to the Allottee:

It is clarified that due to the absence of provision regarding the timeline for executing the conveyance deed/sub-lease deed in local law, the conveyance deed/sub-lease deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of Completion Certificate as per the provision of the Act. However, in case any provisions of the local laws regarding the timeline for executing the conveyance deed/sub-lease deed is provided at any later stage, the Promoter undertakes to abide by same.

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 Promoter to withhold registration of the conveyance deed/sub-lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

- 10.2. The stamp duty and the registration charges as applicable on this Agreement to Sell as well the conveyance deed/sub-lease deed shall solely be borne by the Allottee/Buyer(s).

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

Promoter/Developer



Allottee/Buyer

- 11.1. The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance until the offer of possession of the said Apartment/flat to the Allottee has been included in the Total Price of the Apartment/ Flat.
- 11.2. In case the Maintenance Society fails to take over the maintenance of the Project upon issuance of the Completion Certificate of the Project, then the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project ("Maintenance Agency") as it may deem fit.
- 11.3. In addition to the maintenance charges, the Allottee shall pay to the Promoter / Maintenance Agency or the competent authorities, as may be required, the monthly electricity charges as per the bills raised on the basis of actual consumption based on the readings of meter installed for the said Unit, charges for water consumption and any other utility charges as may be applicable.
- 11.4. The Allottee(s) agree/s to execute a separate maintenance agreement detailing the terms and conditions for maintenance of common areas and facilities of the Project with the Promoter/its nominated Maintenance Agency.

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 Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all



Promoter/Developer

Allottee/Buyer

common areas, Limited Common Areas and Facilities, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

- 14.1. 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, Limited Common areas and Facilities and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services. The use of the said Unit by the Allottee shall be subject to strict compliance of the house rules/code of conduct as may be formulated and determined by the Promoter/ Maintenance Agency/Maintenance Society for such occupation/usage. Further, the Promoter/ Maintenance Agency/ Maintenance Society reserves the right to modify/amend the house rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Building.
- 14.2.** The Allottee shall use / cause to be used the said Unit only for residential purposes in and subject to terms and conditions of allotment as under this Agreement and any change in the specified usage which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency/ Maintenance Society or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement and the Allottee shall be solely responsible in respect of any penal action, damages or loss due to misuse/any other use than the permitted use asunder this Agreement and the Allottee shall indemnify and keep the Promoter/Maintenance Agency/ Maintenance Society harmless in respect thereof.
- 14.3.** The Allottee shall comply with applicable laws including but not limited to the provisions of the Rajasthan Urban Improvement Act, 1959, municipal laws, The Rajasthan Urban Improvement Trust (Disposal of Urban Land) Rules, 1974, The Rajasthan Urban Areas (Sub-Division, Reconstitution and Improvement of Flats) Rules, 1975, the Building Bye-Laws Vinium 2010, Policy For Residential, Group Housing And Other Schemes In The Private Sector, 2010 (upto 10 Hectares) and such other rules / regulations / notifications made there under, and approvals and



Promoter/Developer

Allottee/Buyer

permissions in respect of the Unit/Apartment and the Project.

14.4. The Allottee shall not use or permit use of the said Unit/Apartment for carrying out objectionable trade or or use the same for immoral or illegal purposes or in any manner which may or is likely to cause nuisance or annoyance to buyers / occupiers of other apartments / units or which may interfere with the peaceful possession and occupation of other apartment owners / occupiers.

14.5. The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Unit and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee due to lift or some other events, on account of any lapses / failure / shortcomings on part of the Allottee/its employees/workers/staff/visitors etc. Further, the Allottee shall indemnify and keep harmless the Promoter / Maintenance Agency/Maintenance Society against all claims or liabilities in respect of the same.

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

15.1. **Subject to Term 12 above**, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit/Apartment/ flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Flat, and keep the said Apartment/ Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design or sub-divide/bifurcate the said Unit/Apartment or amalgamate the said Unit/Apartment with other units/apartment in the Building. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/ Flat or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall,



Promoter/Developer

Allottee/Buyer

including the outer and load wall of the Apartment/ Flat.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that construction and development of additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, shall be made after necessary amendments in the sanction plan, layout plan, building plan as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ flat. The Promoter shall have the right and authority to raise finance, loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the land of the said Project subject to the condition that the said Apartment/flat shall be free from all encumbrances at the time of execution of conveyance deed/sub-lease deed in favour of the Allottee.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter 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



Promoter/Developer

Allottee/Buyer

concerned Sub-Registrar, Bhiwadi Near Phool bag Chowk Bhiwadi, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee 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.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties and the Allottee shall extend full co-operation in respect of the same.

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

The transfer/assignment/endorsement of the allotment of the said Unit/Apartment by the Allottee in favour of third party/nominees may be permitted by the Promoter subject to (i) receipt of written request from the Allottee; (ii) payment of the administrative charges by the Allottee on the rates as may be determined by the Promoter along with applicable taxes; (iii) signing/execution by the Allottee of such documents/applications as may be provided by the Promoter; (iv) the Allottee obtaining no objection certificate / letter from the Maintenance Agency; (v) the assignee / transferee agreeing to comply with all formalities in this regard and executing such documents as may be required by the Promoter; and (vi) applicable laws and notifications from the competent authorities and



Promoter/Developer

Allottee/Buyer

their directions as may be in force.

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

22 (a) Transfer/Nomination

That the Buyer (s)/allottees understands and agrees that the Promoter or Developer shall have sole discretion grant or refuse permission, for transfer of any Flat/Unit subject to prevailing terms and conditions, applicable in the Project. The Allottee (s) agrees and confirms that, in case the Allottee (s) transfers his allotment of the said Flat in the name of the nominee(s)/assignee(s)/transferee(s), in any manner whatsoever without the prior permission/approval of the Promoter or Developer, the same shall be treated as null and void and such transfer shall not be binding on the Promoter. It is further agreed by the Purchaser (s) that the transfer / nomination of Flat where more than 95% of the total sale consideration has been received by the Seller, shall be allowed only through execution of Conveyance Deed / Sale Deed, on payment of transfer charges as determined by the Seller/ Confirming from time to time.

In any case, every such application for substitution of the name of the Applicant/Allottee/transferee/nominee(s) of the Buyer(s)/Allottee(s), in its place shall not be entertained unless it is in writing, in the format prescribed by the Developer or Promoter and accompanied by such administrative charges as may be applicable, as per prevailing policy of the Developer/Promoter.

The transfer/nomination of the Flat wherein, the full payment of the Sale Consideration has already been made as per agreed schedule of installments, have been paid by the Buyer(s)/Allottee(s), shall be allowed only after execution of Conveyance Deed and the Developer/Seller will charge an administrative fee, as may be decided by Developer, for effecting changes/entries, in its records.

In all other cases, as stated herein above wherein full payment of the total Sale Consideration of the Flat has not been made, transfer charges shall be levied, as decided by the Developer or Promoter, at prevailing Transfer charges and the transfer will be effected, in the manner and, as per procedure formulated, in this regard by the Developer or Seller, at its sole discretion. It is specifically conveyed by the Developer/Promoter and has been duly understood and agreed by the Buyer(s) / Purchaser(s) that the

Promoter/Developer



Allottee/Buyer

Developer shall not allow any transfer / nomination until or unless the Buyer(s)/Allottee (s) has, deposited or paid the demanded amount by the Developer/seller, towards the Basic Sale price and other charges including Statutory dues and interest due thereon, if any, to the Developer.

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1. The Promoter may, at least solve option and discretion, without prejudice to its rights as prescribed in this Agreement to waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

23.2. Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. 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.

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

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

26. INDEMNITY

The Allottee shall abide by the terms of approvals and permissions in respect of the said Unit/Apartment / said Project / said Land, as well as all applicable laws in respect of the

same. The Allottee shall be responsible for all deviations, violations or breach made by it of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoter fully indemnified from any suits / actions that may be initiated by any competent authorities against the Promoter for default of /breach of applicable laws of the competent authorities by the Allottee.

The Allottee shall indemnify and hold harmless the Promoter from or against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs and expenses of any kind or nature whatsoever including reasonable attorney's fees, costs and expenses incurred by or asserted against the Promoter that arise from or relate to non-payment of amounts / charges payable hereunder, non-observance and non-compliance of the covenants, obligations and conditions on the part of the Allottee under this Agreement or due to any misrepresentation / concealment / suppression of material facts made by the Allottee to the Promoter. Any claim so made shall be paid forthwith by the Allottee to the Promoter without any delay. In the event of failure of payment of such damages / compensation to the Promoter within the time period specified in the demand notice raised by the Promoter, the Promoter shall be liable to recover the same from the amounts deposited by the Allottee with the Promoter under the terms of this Agreement.

27. RIGHTS OF BUYER TO RAISE FINANCE

- 27.1. The Allottee agrees that it shall take prior written permission of the Promoter in case the Allottee opts for a loan arrangement with any financial institution/banks, for the purposes of purchase of the said Unit. However, if a particular institution/bank refuses to extend financial assistance on any ground, the Allottee shall not hold the Promoter responsible for same or shall not take such refusal as an excuse for non-payment of further installments/dues. Further, the title documents in favour of the Allottee shall be executed only upon, the Promoter receiving a no objection certificate from such bank/financial institution from which the Allottee has opted for such loan arrangement.
- 27.2. Any loan facility from banks / financial institutions availed by the Allottee in respect of the said Unit shall be subject to the terms and conditions as imposed by the Promoter and / or bank / financial institution, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
- 27.3. The Allottee understands and agrees that the Promoter shall always have the first lien / charge on the said Unit for all unpaid dues and outstanding amounts payable by the Allottee.



Promoter/Developer

Allottee/Buyer

27.4. The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project/ said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Sale Price / other amounts / charges payable in respect of the said Unit or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.

28. 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter 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 -----

30. NOTICES:

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

M/s.....(Promoter's name)	Allottee(s) name
----------------------------	------------------



Promoter/Developer

Allottee/Buyer

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

31. JOINT ALLOTTEE:

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

32. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee, in respect of the Apartment, Flat or Building, as the case may be, prior to the execution and registration of the Agreement for sale for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee or the Promoter under the Agreement for sale, under the Act, the rules or the regulations made thereunder.

33. 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.

34. DISPUTE RESOLUTION:

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

IN WITNESS WHERE OF Parties herein above named have set their respective



Promoter/Developer

Allottee/Buyer

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 Promoter in the presence of witnesses at
..... on**

PROMOTER For and on behal of M/s	
-------------------------------------	--

Name	
Signature	
Designation	

WITNESSES



Promoter/Developer

Allottee/Buyer

1- Signature
Name
Address
2- Signature
Name
Address



Promoter/Developer

Allottee/Buyer

SCHEDULE-1

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

Project land 30149.12 Sq. mtrs at 838/917, 839/919, 840, 841 and 842, Milakpur Gurjar, (Urban Area Bhiwadi), Tehsil-Tijara, District-Alwar Rajasthan- 301019

2- The piece and parcel of the Flat 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 the Project

In North

In South

In East

In West

4- Other details of the location of the Project

5- Location Map



Promoter/Developer

Allottee/Buyer

SCHEDULE-2(a)

(Lay-out Plan of the Project)

SCHEDULE-2(b)

(Approval of specifications of the Project and permission of building construction)

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a checkmark-like flourish.

SCHEDULE-3

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



SCHEDULE-4

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



SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Flat) which shall be in conformity with the Prospectus etc. Circulated by the Promoter at time of booking of Units in the Project)



SCHEDULE-6

(facilities, amenities, external development works, etc.)

- 1. Details of development works and proposed facilities to be provided in the ____ Phase / Project:**
- 2. Details of salient features to be provided in the ____ Phase / Project:**
 - a. access to the project,
 - b. design for electric supply including street lighting,
 - c. water supply arrangements and
 - d. site for disposal and treatment of storm and sullage water,
 - e. any other facilities and amenities or public health services and other internal development works proposed to be provided.



Schedule-7

Stage wise construction Schedule

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

~~20~~

SCHEDULE-8

BREAK UP OF TOTAL PRICE

<u>S No.</u>	<u>Specification</u>	<u>Amount</u>
1.	Cost of Apartment	
2.	Proportionate cost of common areas	
3.	Preferential location charges	
4.	Cost of exclusive balcony/verandah	
5.	Cost of exclusive open terrace areas	
6.	IFMS	
7.	Car Parking	
8.	Taxes	
9.	Maintenance charges	
10.	Any other charges (specify)	
	Total	

SCHEDULE-9

PAYMENT PLAN

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



(This Schedules to the Agreement for Sale shall be as agreed to between the Parties)

SCHEDULE-10

LIMITED COMMON AREAS & FACILITIES

