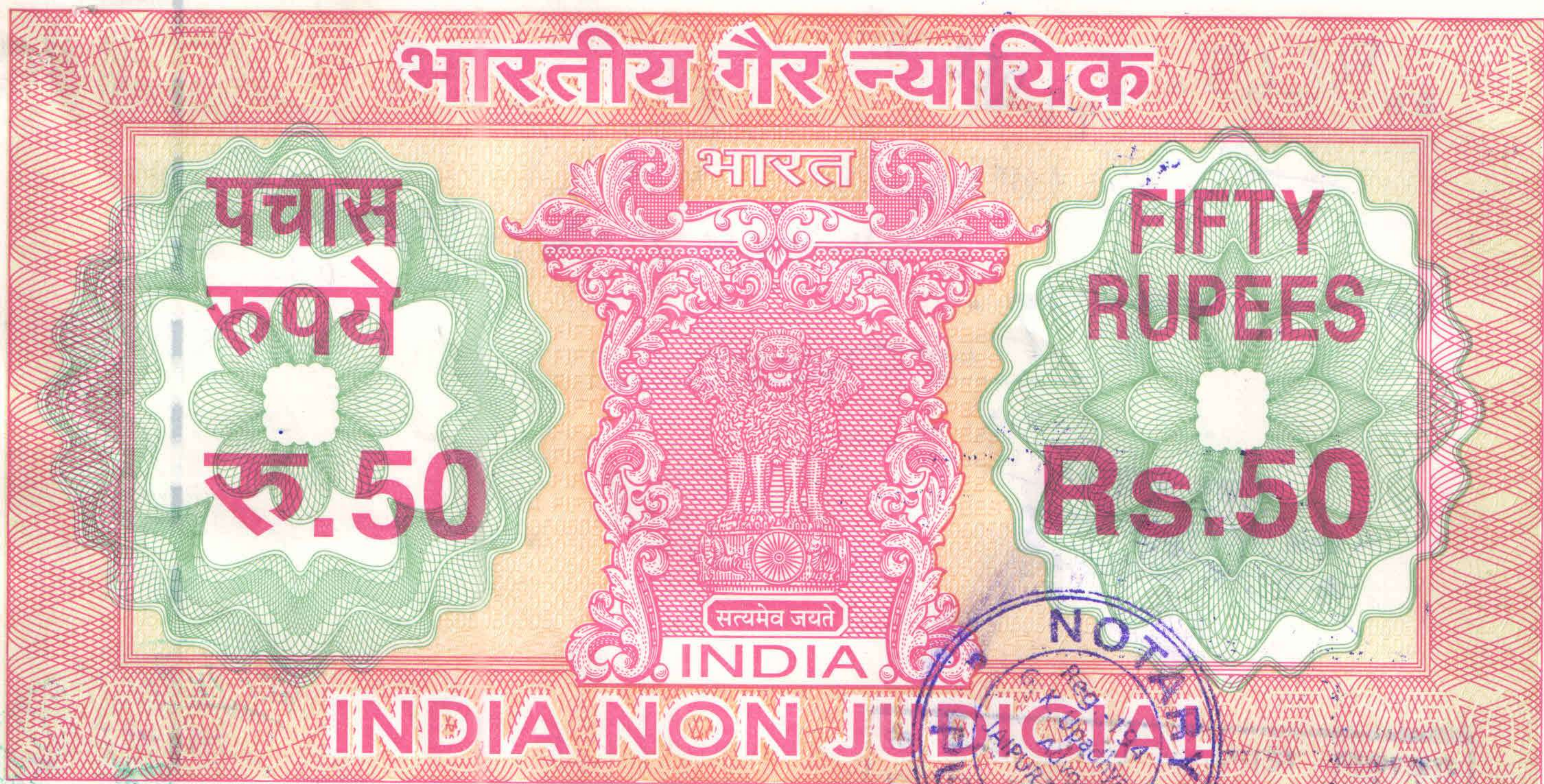


OLD AFFIDAVIT & ATS



राजस्थान RAJASTHAN

Affidavit

T 330907

I, Ajay Krishna Modi Son of Shri Om Prakash Modi aged 40 R/o 72A, Kiran Path, Suraj Nagar West, Civil Lines, Jaipur - 302006 (Raj.) duly authorized by the promoter, M/s Okay Plus Builders LLP, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Okay Plus Bella Vista" at Plot No. A-12, Mahaveer Nagar-A Block, Tehsil-Jaipur, Jaipur-302018, State- Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with 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 Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
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 thereunder.

For Okay Plus Builders LLP
LLPIN: AAD-6350

Deponent
Designated Partner

ATTESTED

NOTARY PUBLIC
JAIPUR (RAJ.)

20 JAN 2018

क.स. 3663 22 DEC 2017

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प्रीतम कुमार
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Handwritten signatures and initials

उत्पादक...
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ATTESTED
NOTARY PUBLIC
(LAWYER)

20 JAN 2018

Verification

I, Ajay Krishna Modi Son of Shri Om Prakash Modi aged 40 R/o 72A, KiranPath, Suraj Nagar West, Civil Lines, Jaipur - 302006 (Raj.) do hereby that the contents in para No.1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 20th day of Jan., 2018.

For Oksy Plus Builders LLP
LLPIN: AAD-6350

Designated Partner/Authorized Sign.

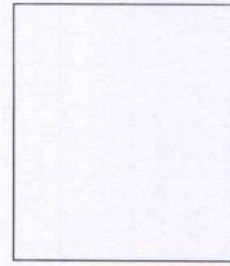
Deponent



ATTESTED

**NOTARY PUBLIC
JAIPUR (RAJ.)**

20 JAN 2018



AGREEMENT FOR SALE

This **Agreement for Sale** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at Jaipur on this day of by and between:

1. Parties to this Agreement:

M/s Okay Plus Builders LLP" (LLPIN No. AAD-6350) a Limited Liability Partnership Firm, duly registered and existing under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 72-A, Kiran Path, Suraj Nagar(W), Civil lines, Jaipur and its PAN is AAEOF02894G represented by its Designated Partner Shri Atul Krishna Modi S/o Shri Om Prakash Modi duly authorized vide authority letter passed and signed by all the partners constituting the firm, (hereinafter referred to as "**DEVELOPER**"/ "**SELLER**" 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 "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 PAN is..... 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.

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

For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner/Auth.Sig.

INTERPRETATIONS/ DEFINITIONS:

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

- i) **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
- ii) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Jaipur Development Act, 1959, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.
- iii) **"Approved Plans"**: shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- iv) **"Building"** shall mean the building/ tower in the Said Project where the Allottee/Allottee(s) has been allotted his "Flat/Unit".
- v) **"Built-up area"** means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- vi) **"Carpet Area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s);
- vii) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 10** attached hereto. However, any areas, facilities and equipments reserved for a specific /group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
- viii) **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- ix) **"Delay Payment Charges/Interest"** means the charges to be paid on account of delay in the payment of any due amount as interest on the amount, installment due at the Interest Rate (Specified herein below) and compensation for any loss caused due to delay in payment or for any other loss to the promoter.

For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner/ Auth. Sign.

- x) **"Interest Rate"** means the State Bank of India Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- xi) **"Limited Common Area"** means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments. Covered Parking Space, Open Parking Space, Roof/Terrace, Cafeteria, Storages or any other area or portion earmarked for a particular apartment(s) by the promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Apartment to the exclusion of other allottees.
- xii) **"Maintenance Society/Association of Allottees"** 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.
- xiii) **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- xiv) **"Para"** means a Para of this Agreement;
- xv) **"Project"** shall mean the Project, being constructed on the Project Land and named as **"Okay Plus Bella Vista"**.
- xvi) **"Project Land"** shall mean land admeasuring 1031.88 sq. mtr. and there about lying and situated at PLOT NO. A-12, Mahaveer Nagar-A Block Jaipur 302018 on which the Whole Project named **"Okay Plus Bella Vista"** is being developed and is demarcated and shown in Schedule-1 Part A.
- xvii) **"Proportionate Share"** with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.
- xviii) **"Residential Project"** shall mean the entire project consisting of independent flats and units along with common parts/ common spaces /common area therein being constructed /developed on the said Land for exclusive residential use and named as **"Okay Plus Bella Vista"**
- xix) **"Regulation"** means the Regulation made under the Act as amended from time to time.
- xx) **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- xxi) **"Schedule"** means the Schedule attached to this Agreement.
- xxii) **"Section"** means the section(s) of the Act.

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.

(2) Land Description:

- (i) The Piece and Parcels of the PLOT NO. A-12, Mahaveer Nagar-A Block Jaipur 302018 ("**Land**").
- (ii) The aforesaid Plot was originally allotted to Mrs. Manju Johari w/o Sh. O.P Johari R/o B-28, Suraj Nagar, West Keshav Path Civil Lines, Jaipur, Rajasthan. The Land was purchased by such owner from Jaipur Development Authority, Jaipur, Rajasthan, as stated in the Lease-deed dated 24-12-2012, registered on 28-12-2012 in the office of Sub- Registrar - V in its Book No. 1 Volume No. 606 at Page

For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner Arun Saini

No. 192 bearing Serial No. 2012397023004 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 2424 at Page No. 421 to 428. The said plot is hereinafter referred to as the "Project Land". AND

- (iii) The Land Owners were inclined to develop the aforesaid plot as Multistoried Residential Building Complex Project. Resultantly, Land Owners entered into an Development Agreement with Okay Plus Builders L.L.P.(Developer), on 27-09-2017 and the aforesaid Development Agreement was registered in the office of Sub-Registrar, Jaipur-II on 09-10-2017 in Book No.1, Vol. No. 1109 Page No. 71, Sr. No. 201703016110837 and Additional Book No. 1, Vol. No. 4422, Page No. 383 to 398. And under the same the powers to execute the present agreement has also been provided to the Developer/Seller AND.
- (iv) The Seller is fully competent to develop and construct the aforesaid Building and sell the Flats of his respective share in the aforesaid Multistoried Residential Building Project on the basis of the aforesaid Registered Development Agreement. AND
- (v) Then thereafter, the Seller have Planned to put up a Residential Multistoried Building namely as "Okay Plus Bella Vista" on the said project land and building plans have already been approved by the Jaipur Development Authority, Jaipur vide its order no. J.D.A./AT.MU.N.NI/B.P.C./2013/D-2228 Dated 10.10.2013 AND The Construction work of aforesaid Residential Building has already been started on the aforesaid Project Land by the Developer in accordance with the aforesaid approved Building Plan and the Construction work is in progress.

(3) WHEREAS THE PROMOTER DECLARES THAT

- A. The Land owner is in lawful possession of the land at PLOT NO. A-12, Mahaveer Nagar-A Block Jaipur 302018 with a total area admeasuring of 1114.83 square meters (hereinafter referred to as "Project Land" and more fully described in the Schedule 1 Part A).
- B. The owner of the Land is Mrs. Manju Johari w/o Sh. O.P Johari R/o B-28, Suraj Nagar, West Keshav Path Civil Lines, Jaipur, Rajasthan. The Land was purchased by such owner from Jaipur Development Authority, Jaipur, Rajasthan, as stated in the Lease-deed dated 24-12-2012, registered on 28-12-2012 in the office of Sub- Registrar - V in its Book No. 1 Volume No. 606 at Page No. 192 bearing Serial No. 2012397023004 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 2424 at Page No. 421 to 428 the consent of such owner of the Land has been taken and as such a development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on 09-10-2017 in the office of Sub-Registrar-II, Jaipur in its Book No.1, Vol. No. 1109 Page No. 71, Sr. No. 201703016110837 and Additional Book No. 1, Vol. No. 4422, Page No. 383 to 398.
- C. The Promoter has obtained all other necessary permissions and approvals to develop the said property.
- D. The said land is earmarked for the purpose of Residential project, comprising 12 apartments and the said project shall be known as "Okay Plus Bella Vista".
- E. 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.
- F. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number J.D.A./AT.MU.N.NI/B.P.C./2013/D-2228 Dated 10.10.2013.
- G. The Land is Free from All Encumbrances.

For Okay Plus Builders LLP
LLPIN:AAD-6350


Designated Partner/ Auth. Sign.

- H. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "Okay Plus Bella Vista" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments 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 1031.88 square meters situated at PLOT NO. A-12, Mahaveer Nagar-A Block Jaipur 302018, Rajasthan .The location details are fully described in the Schedule 1 Part A.
- I. 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.rera-rajasthan.in) of the Authority.
- J. The Site Layout Plan of the said Project Land issued by Jaipur Development Authority, Jaipur of the aforesaid plot no. A-12 in the name of Land owner on dated 24-12-2012. A copy of the Site Layout Plan is enclosed.
- K. Approval of Specifications of the Said Project and permission of building construction up to 15 meters height (B+S+4 Floors) under the relevant legal provisions has been accorded vide its order no. **J.D.A./AT.MU.N.NI/B.P.C./2013/D-2228 Dated 10.10.2013** by the Jaipur Development Authority, Jaipur. The Specifications of the Project are specifically mentioned in Schedule 3.
The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- L. The details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule 2.
- M. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are specifically mentioned in Schedule 4.
- N. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project, are specifically mentioned in Schedule 5.
- O. The details of other external development works to be taken for the project are specifically mentioned in Schedule 6.
mentioned in Schedule 7.
- Q. 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 specifically mentioned in schedule 8.
- R. Fire NOC for the Project is not applicable.
- S. NOC for The Airport Authority of India is not applicable.
- T. NOC for Environmental Clearance from the department concerned is Not Applicable.
- U. Public Health & Engineering Department is applicable for the Project.
- V. The Promoter has opened a separate account in **Branch Bapu Nagar, Jaipur of Union Bank Of India** for the purpose as provided in subclause (D) of clause (I) of sub-section (2) of section 4.
- W. 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 Apartment (hereinafter referred to as the 'Unit') in the Project vide her

For Okay Plus Builders LLP
LLPIN:AAD-6350


Designated Partner/Auth.Sig.

application The allottee(s) has also deposited a sum of Rs...../- (in words Rupees only) as an advance payment/booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

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

- X. That the Allottee understands that the Seller is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Seller in respect of it.
- Y. That Allottee has applied for an apartment in the Project vide application and has been allotted apartment no. having carpet area of square feet (Plus Balcony area of square feet), type N.A., on floor in [tower/block/building] no. N.A. ("Building") along with Covered/Open/Mechanical parking, as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule 1 Part B and the floor plan of the apartment is annexed hereto and marked as Schedule 2.
- Z. 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.
- AA. 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;
- BB. 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 and the Covered/Open/Mechanical parking.

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

1. TERMS

- i. Subject to the terms & conditions as detailed in this Agreement, the Promoter/Seller hereby agrees to sell the apartment to the Allottee(s) and the Allottee(s) hereby agrees to purchase the apartment.
- ii. The Total Price for the Apartment based on the carpet area with full break up is more particularly described in Schedule 9 Part A.
- iii. The Total Price above includes the booking amount of Rs...../- (in words Rupees only) paid by the allottee to the Promoter towards the Apartment.
- iv. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and 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 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:

For Okay Plus Builders LLP
LLPIN:AAD-6350


Designated Partner/Authorized Sign.

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;

- v. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

The Allottee shall also be liable to pay maintenance deposit, documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit, Society Registration charges, Gas bank Connection charges, Electricity Connection Charges, Charges towards government water supply which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit shall be transferred to the Maintenance Society or its nominee at the time of conveyance of common areas and facilities to the Maintenance Society without any interest. Details of the total price as above payable by the Allottee(s) to the Promoter has been particularly described in Schedule 9 Part A.

The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in Part A Schedule 9 to be paid in the manner provided in Part B Schedule 9 hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- vi. The Total Price of unit includes price of land, construction of, not only the Unit but also, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the Unit, the right to use the common areas, lift, , fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.
- vii. 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/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

- viii. 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 in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees.

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

For Okay Plus Builders LLP
LLPIN:AAD-6350


Designated Partner (MnA) Sign.

- ix. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date of last installment of total price paid by allottee). If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of at the same rate per sq. ft. of Carpet Area as mutually agreed by the parties at the time of agreement.
- x. The Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment 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 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.
- xi. It is made clear by the Promoter and the Allottee agrees that the Apartment along with Covered/Open/Mechanical 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.
- xii. 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. 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 outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
2. **MODE OF PAYMENT:** 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 through account

For Okey Plus Builders LLP
LLPIN:AAD-0350

Designated Partner 
Designation

payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "Okay Plus Builders LLP" payable at Jaipur.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.

3.3 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee 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 Unit , if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society.

6. CONSTRUCTION OF THE PROJECT:

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

7.1. **Schedule for possession of the said Apartment:** – The Promoter agrees and understands that timely delivery of possession of the Apartment 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 along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.05.2021, 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

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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, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. Procedure for taking possession :-** The Promoter, upon obtaining the Occupancy certificate from the competent authority shall vide "offer letter" offer the possession in writing of the Apartment with demand of all the outstanding dues, Interest (if any) and stamp duty, registration charges and documentation charges, other incidental charges. Further the promoter shall subject to the payment of entire dues, execute and register a conveyance deed and convey the title of the apartment and also handover the possession of the apartment to the allottee within 2 months from the date of obtaining the Occupancy Certificate. It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed. After the expiry of 2 months from the date of issue of occupancy certificate. The allottee shall be liable to pay maintenance charges along with taxes as determined by the maintenance agency /Promoter / Maintenance society as the case may be. 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) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis".
- 7.3. Possession of the Allottee: -** After obtaining the Occupancy certificate and handing over physical possession of the Apartment 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.
- 7.4. Failure of Allottee to take possession of Apartment: -** If the Allottee(s) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the Allottee(s). The Allottee(s) shall be liable to pay a sum of Rs. _____/- (Rupees Only) per month per unit as delay compensation (Rs. 10 for per Sq. Ft. of built up area of the apartment) to the **PROMOTER** for the period it delays to take over the possession. The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, etc., to the **PROMOTER**. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.
- 7.5. Cancellation by Allottee :-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 45 days of such cancellation.
- 7.6. COMPENSATION: -** The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the

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claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment in accordance with the terms of this Agreement, duly completed within the stipulated tenure; 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, 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 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 warranties to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project 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 no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the 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 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) That no part of the Schedule Property 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 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.

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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 this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a 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, 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, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) On the occurrence of failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) After the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

In such circumstances the Promoter's rights/remedies are:-

- a) The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- b) The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. of the built up area of the apartment on monthly basis ; (d) taxes (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts is recovered;

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- d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
- e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :
 - (i) The Booking Amount;
 - (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
 - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:-

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.

It shall be the duty of the Maintenance Society to take over the maintenance of the project within 2 months from the date of receipt of completion certificate or offer made by promoter to Maintenance Society in this respect.

Maintenance Society with the main object to take over from the Promoter, the responsibility of maintenance of common areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Allottee agrees and undertakes that he shall abide by and comply with the bye-laws and rules and regulations of such maintenance Society. After the Promoter hand over the management/ maintenance of the common areas to the Association of Allottees Society then it shall be the sole responsibility of the Society, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and the Allottee agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and other dues to the Society from time to time regularly.

The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

11. 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 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. In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the promoter shall not be liable as stated above in case of any other defect pointed by the allottee, The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act.

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However in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or and/or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damaged caused due to force majeure shall not be covered under defect liability period.

12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/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 or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13. USAGE

That the said ownership rights in the Apartment/flat/unit shall be sold to the Allottee only for the specified purpose of being used as residential flat subject to the specific condition that the Allottee shall have no right to use the Apartment/unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the Apartment/unit for the purpose other than that for which the Apartment/unit is being sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.

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

14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:-

- (i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment 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.
- (ii) All fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Association of Allottees and nowhere else. 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.
- (iii) The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (iv) That the said ownership rights in the said Flat have been agreed to sold to the Allottee only for the specified purpose of being used as Residential purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the said Premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.
- (v) That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other flats and/or Common Area / Common Parts/ Facility in the Complex.

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- (vi) That the Allottee shall not do or suffer anything to be done in or about the said Flat which may tend to cause damages to any Common Area/ Roads/ Streets in the Complex or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- (vii) That the Allottee shall not at any time demolish the structure of the said flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof.
- (viii) That the ALLOTTEE may, however, make suitable changes in the said Flat as provided hereinafter without causing damage or harm to the structure of said Flat & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.
- (ix) That the ALLOTTEE shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, or any external wall of the Flat, which in the opinion of Promoter differ from the overall scheme of the Complex.
- (x) That neither the Allottee nor the occupant of the said Flat shall put up any signboard, hoardings, publicity or advertisement material, outside the Flat or anywhere in the Common Area / common Parts. The Allottee shall be allowed to put up his name-plate at the space provided by the Promoter for this purpose.
- (xi) That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.
- (xii) That any explosives, combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by the Allottee under any circumstances in the said Flat.
- (xiii) That the ALLOTTEE shall carry out day-to-day maintenance of the said Flat and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Flat at its own costs without affecting and disturbing other flat/Units/office spaces holders.
- (xiv) That he shall comply with and carryout, from time to time, after it has taken possession (as defined in this Agreement) of the Flat all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Flat, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- (xv) The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Flat owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (xvi) The Promoter shall facilitate the electricity connection for the said apartment and Allottee shall be required to maintain separate electric connection for the said Flat in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The ALLOTTEE has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Flat and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Flat. However, cabling, MCB main switch will be provided by the Promoter.
- (xvii) The Allottee shall be permitted to carry out at his / her own cost but without damaging the main structure of the said Flat as well as ceiling, etc inside the premises of the Flat, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.,

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- (xviii) The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.
 - (xix) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
 - (xx) The Allottee(s) agrees and understands that except the Unit as described in attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.
 - (xxi) The Allottee undertakes not to sub-divide the said Flat, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Flat, in favour of any person / PROMOTER by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person / PROMOTER so inducted by the ALLOTTEE shall also be bound by the terms and conditions of this Agreement. The PROMOTER or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person / PROMOTER / entity who has been inducted in the said Flat, originally agreed to be sold to the ALLOTTEE, irrespective of the fact whether such entry in the Flat of the ALLOTTEE is permissive or hostile.
 - (xxii) Each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall pay by allottee in proportion to the carpet area such apportionment shall be made by the Promoter or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be levied on such due amount.
 - (xxiii) Since the said Flat agreed to be sold is a part of Complex and it is in the interest of the Allottee / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Complex including the common areas and to give an effective hand to the PROMOTER or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the PROMOTER or its nominee and lawful occupants of the various flats in general, to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this purpose, the ALLOTTEE agrees that the PROMOTER or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the complex will be at liberty to call upon the ALLOTTEE / lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of security services will not cast any liability of any kind upon the PROMOTER or its nominee.
15. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
 16. **ADDITIONAL CONSTRUCTIONS:**
The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
 17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner (With Sign.)

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment of the 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 or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment of the Building.

18. **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 concerned Sub-Registrar Jaipur 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.
19. **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 of the Building, as the case may be.
20. **RIGHT TO AMEND :**
This Agreement may only be amended through written consent of the Parties.
21. **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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
22. **WAIVER NOT A LIMITATION TO ENFORCE:**
The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned in 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.

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.
23. **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.
24. **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 bears to the total Carpet area of all the Apartments in the Project.

For Okay Plus Builders LLP
LLPIN:AAD-8350

Designated Partner/Auth. Sign.

25. 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.

26. 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, 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 Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

27. 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 Okay Plus Builders LLP	
Address 72-A, Kiran Path, Suraj Nagar(W), Civil lines, Jaipur	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.

28. 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).

29. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, 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.

30. JURISDICTION:

That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

31. DISPUTE RESOLUTION:

Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Party to the First Part shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions. On failure of all measures mentioned herein before, the dispute shall be settled in the manner as provided under the act.

32. LOAN FACILITY:

For Okay Plus Builders LLP
LLPIN:AAD-0350

Designated Particular Sign.

In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following –

- (i) The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- (ii) The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses shall be applicable.

33. PARKING:

The Allottee understands that the project comprises of open and covered parking spaces spread across the Project. For day today comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Open parking will be given to residents who have not availed the option of covered parking (garage). Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The unallotted parking space shall form part of the Limited Common Areas and Facilities of the said Project the Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said Flat under any of the provisions of this Agreement.

34. DISCLOSURE:

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

35. ASSIGNMENT:

The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The ALLOTTEE assures that the PROMOTER shall not be liable on any account, whatsoever, in respect of any transaction between the ALLOTTEE and his / her nominee(s). It is distinctly understood by the ALLOTTEE that upon such transfer, the ALLOTTEE shall no more be entitled to any privileges and facilities, if any, available in the said Flat arising from the allotment of the said Flat. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement. In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing ALLOTTEE of the Flat shall be liable to pay Transfer Fee of Rs. 100/- (Rupees One Hundred only) per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the flat to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the Flat is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

36. ELECTRICITY CONNECTION:

For Okay Plus Builders LLP
LLPIN:AAD-6350


Designated Partner/AUTH. SIGN.

- i. That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is incurred by the Promoter. The Purchaser shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.
- ii. The Allottee has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- iii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- iv. Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter /Society.

If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Owner/Promoter /Society, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Owner/Promoter /Society, which shall be final and binding on the Allottee.

37. INDEMNIFICATION:

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

- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

38. SPECIFIC PERFORMANCE:

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

For Okay Plus Builders LLP
LLPIN:AAD-6330

Designated Partner/Authorized Sign.

39. That this Agreement has been executed in duplicate. One copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
40. That all annexures and Schedules annexed with Agreement are integral part of this Agreement.

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

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

Signature

(Name)

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

DEVELOPER/SELLER
For and on behalf of M/s Okay Plus Builders LLP

Name ATUL KRISHNA MODI
Signature
Designation DESIGNATED PARTNER

WITNESSES

1- Signature
Name
Address

2- Signature
Name
Address

For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner/ Auth. Sign.

Schedule-1**Part A****(Details of land holdings of the Promoter and location of the Scheduled Land)**

The piece and parcel of the plot of land admeasuring 1031.88 sq. mtr. and there about lying and situated at PLOT NO. A-12, Mahaveer Nagar-A Block Jaipur 302018 Rajasthan, bounded on the:-

In North Plot no.:- Other's Plot
 In South Plot no.:- Road 40 Feet Wide
 In East: - Plot No. A-11
 In West: - Plot no. A-13
 And measuring
 North to South from East Side 126 Feet
 North to South from West Side 125 Feet
 East to West 74 Feet

Latitude/ Longitude of the end points of the Project

In North
 In South
 In East
 In West

Other details of the location of the Project

Part B**Description of flat/unit**

Application No.	
Apartment No.	
Carpet Area	 square feet (Plus Balcony area of square feet)
Floor	
Tower /block/building No.	N.A.

Built Up Area Square Feet
 Super Built up area N.A.

Schedule 2**Floor Plan of the Apartment and Block/Tower in the said project****Schedule 3****(Specifications of the Project)****Schedule 4****(Detailed Plan of Development Works to be undertaken)****Schedule 5****(Detailed of salient features of the Proposed Project)****Schedule 6****(Other External Development Works)****Schedule 7****(Details of Specifications of Material used in construction)****Schedule 8**

For Okay Plus Builders LLP
 LLPIN:AAD-6350

Designated Partner/ Auth. Sign.

(Stage wise time-schedule of completion of the Project/ Phase)

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

Schedule-9

Part A

Unit Price of the apartment is Rs. /- (In words Rupees only)

(Unit Price includes Basic Sale Price and Additional charges)

I. Basic Sale Price:-

S.no.	Particulars	Sq Ft.	Amount
1.	Carpet area		
2.	Exclusive Balcony/ verandah area		
3.	Proportionate Common Area		
Total			/-

II. Additional charges:-

S.no.	Particulars	Amount
1.	Club Membership Fees	N.A.
2.	Electrical equipment Charges and Fire Fighting Equipment Charges	N.A.
3.	Gas bank connection charges	N.A.
4.	Charges towards government water supply	N.A.
Total		N.A.

Other Payments:-

S.no.	Particulars	Amount
1.	Maintenance Charges / IFMS	N.A.
2.	Taxes/GST	
Total		/-

Total price includes Unit Price and other Payments

Total Price of the apartment is Rs./- (In

Words only)

Part B

Booking Amount: The Allottee/ Purchaser has paid Rs...../- (Rupees only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S. NO.	Cheque No.	Dated	Amount	Service Tax/GST	Drawn on
1					
TOTAL		/- (..... only)			

For Okay Plus Builders LLP
LLPIN:AAD-8350

Designated Partner/Authorisation.

Balance Payment Schedule: The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs./- (In Words Only) which shall be payable in instalments in the following manner:

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
1	At the Time of Booking	
2	At the time of Commencement of work	
3	On Casting of Basement Slab	
4	On Casting of Stilt Floor Slab	
5	On Casting of First Floor Slab	
6	On Casting of Second Floor Slab	
7	On Casting of Third Floor Slab	
8	On Casting of Fourth Floor Slab	

Schedule-10

(Details of Common Areas, facilities and amenities of the Project)

1. Common areas and facilities or common amenities shall mean the parts and equipment provided and /or reserved on the plot and /or building for common use and enjoyment of the members as described hereto:-

- a) Staircase.
- b) Water pipes and common plumbing installations from overhead tank/ underground water tank.
- c) Electric panel, Electrical fittings, wiring and meters for common areas only.
- d) Transformer
- e) Diesel Generator for power backup in common areas.
- f) Lift

For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner (Auth. Sign.)

REVISED AFFIDAVIT & ATS

e-Challan

Registration and Stamps department
Government of Rajasthan

GRN: 0039336807



Payment Date: 18/05/2020 13:30:41

Office Name: SUB REGISTRAR-V REGISTRATION & STAMPS, JAIPUR
 Location: JAIPUR (CITY)
 Period: 18/05/2020-To-31/05/2020

S.No	Purpose/Budget Head Name	Amount (₹)
1	0030-02-800-02-00-स्टाम्प शुल्क पर अधिभार	5.00
2	0030-02-800-03-00-स्टाम्प शुल्क पर गो संवर्धन/ संरक्षण हेतु अधिभार	10.00
3	0030-02-103-01-00-दस्तावेजों पर स्टाम्प शुल्क लगाना	50.00

Commission(-):

0.00

Total/NetAmount:

65.00

Sixty Five Rupees and Zero Paise Only

Payee Details:

Full Name: Okay Plus Builders LLP	Tin/Actt.No./VehicleNo./Taxid :
Pan No.(If Applicable):	City(Pincode): jaipur(302006)
Address:72a kiran path suraj nager west	Remarks:Purchases Stamp duty for Affidavit to submitted in RERA

Payment Details:

Bank: Union Bank	Challan No. - 0
Date: 18/05/2020 13:30:41	Bank CIN No: 029286100386218052020
	Reference No: 37731792

Computer generated copy on : 18/05/2020

Courtesy : <https://Egras.raj.nic.in>For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner/Auth. Sign.

ATTESTED
 18.5.2020
 NOTARY PUBLIC
 D A JAIPUR (RAJ.)
 INDIA

Affidavit

I, Ajay Krishna Modi Son of Shri Om Prakash Modi aged 42 years R/o 72A, Kiran Path, Suraj Nagar West, Civil Lines, Jaipur- 302006, Rajasthan duly authorized by the promoter, Okay Plus Builders LLP, do hereby solemnly declare, undertake and state as under:

1. That our project "Okay Plus Kanak Aangan" Situated at Plot No: A-12, Mahaveer Nagar-A Block, Jaipur-302018, Rajasthan is registered under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017 bearing Registration No. RAJ/P/2018/641.
2. That the draft Agreement for Sale attached is based on model draft given as Form G under the Rajasthan Real Estate (Regulation and Development) Rules, 2017 by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of the Real Estate Regulation and Development Act, 2016 and the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
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.
4. That if any clause or portion of the Agreement for Sale is declared to be in violation of the Real Estate Regulation and Development Act, 2016 or the Rajasthan Real Estate (Regulation and Development) Rules, 2017, the said clause or portion of the Agreement for Sale shall be deemed to be non- existent and in such case clause of model Form G shall be applicable.
5. That if any contradiction arises in the future Promoter will be responsible for it.



For Okay Plus Builders LLP
 LLPIN:AAD-6350

Designated Partner/Auth. Sign.

Deponent



ATTESTED
 18.5.2020
 NOTARY PUBLIC
 D A JAIPUR (RAJ)
 INDIA

Corporate Office : "OKAY PLUS HOUSE", 72, Kiran Path, Suraj Nagar (W), Civil Lines, Jaipur (Raj.)
 Tel. : +91-141-4270000 Mob. : 99290 00011

Email : okayplusgroup@gmail.com, info@okayplus.com, Visit. : www.okayplusgroup.com

Residential | Commercial | Townships | Farmhouses | Hotels

Jaipur | Kishangarh | Ajmer | Beawar | Bhilwara | Dausa

Verification

I, Ajay Krishna Modi Son of Shri Om Prakash Modi aged 42 years R/o 72A, Kiran Path, Suraj Nagar West, Civil Lines, Jaipur- 302006, Rajasthan do hereby verify that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me there from.

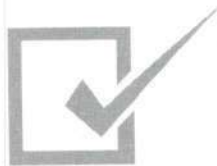
Verified by me at Jaipur on this 18th day of May 2020.

For Okay Plus Builders LLP
LLPIN:AAD-6350

Designated Partner/ Auth. Sign,
Deponent



ATTESTED
18.5.2020
NOTARY PUBLIC
D A JAIPUR (RAJ)
INDIA



Corporate Office : "OKAY PLUS HOUSE", 72, Kiran Path, Suraj Nagar (W), Civil Lines, Jaipur (Raj.)

Tel. : +91-141-4270000 Mob. : 99290 00011

Email : okayplusgroup@gmail.com, info@okayplus.com, Visit. : www.okayplusgroup.com

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



Agreement for Sale

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed at _____ on this _____ day of _____ by and between:

1. Parties to this Agreement:

M/S Okay Plus Builders LLP (LLPIN: AAD-6350) a LLP Firm, duly registered and existing under the provisions of The Limited Liability Partnership Act, 2008 and having its registered office at 72-A, Kiran Path, Suraj Nagar(W), Civil Lines, Jaipur and its PAN: AAEO2894G represented by its Designated Partner **Shri Ajay Krishna Modi S/o Shri Omprakash Modi**, (Aadhar No. _____, PAN No. _____) duly authorized vide authority letter passed and signed by all the partners constituting the Firm, hereinafter referred to as the "**Promoter/ Developers**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said promoter, their legal successor(s), administrators, executors successors & permitted assignees) of the **FIRST PART**.

AND

Mrs. Manju Johari W/o Shri Om Prakash Johari resident of B-28, Kesav Path, suraj nagar, west civil lines, station road, Jaipur- 302006, Rajasthan having Aadhar No. 5209 7402 5087, represented by his Power of attorney Holder Shri Vishal Johari (Aadhar No. 7438 5696 7346) authorized by registered power of attorney dated 27th September, 2017, hereinafter referred to as the "**Land Owner**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Land Owner and its assignees, legal successor(s) in interest) of the **SECOND PART**.

[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 the said Allottee, 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 "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee, 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 PAN is..... 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 the said Allottee, 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 the said Allottee, him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

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

1. INTERPRETATIONS/ DEFINITIONS:

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

- 1.1. **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
- 1.2. **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Jaipur Development Act, 1959, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction/ sale of the Project.
- 1.3. **"Approved Plans"** shall mean the plans and designs of project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- 1.4. **"Association of Allottees (AOA)"** shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/ Association or any body, by whatever name called, for the Project/phase being developed on Project Land and for the future development on the Scheduled Land that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.
- 1.5. **"Booking Amount"** shall mean 10% of Basic Sale Price as mentioned in Schedule-9;
- 1.6. **"Building"** shall mean the building/ tower in the Said Project where the Allottee/Allottee(s) has been allotted his "Flat/Unit".
- 1.7. **"Built-up area"** means the sum of area of the Unit/ Flat. It shall include area encompassed within the walls of Unit/ Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- 1.8. **"Carpet Area"** means the net usable floor area of an unit/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive

balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit/ Flat. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an unit/ Flat, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an unit/ Flat, meant for the exclusive use of the allottee(s);

- 1.9. **"Common Areas and Facilities on the Project land"** shall mean such common areas and facilities, equipments and spaces being constructed/ developed on the Project Land and meant for common use and enjoyment of all the occupants of the Project, and more particularly described in **Schedule 10** attached hereto.
- 1.10. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 1.11. **"Delay Payment Charges"** means the charges to be paid on account of delay in the payment of any due amount as interest on the amount, installment due at the Interest Rate (Specified herein below) and compensation for any loss caused due to delay in payment or for any other loss to the promoter.
- 1.12. **"Interest Rate"** means the rate of Interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Highest Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- 1.13. **"Limited Common Area"** means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any unit/ Flat as reserved for use of certain unit/ Flat to the exclusion of the other occupants of unit/ Flats in the project, if any Covered Parking, Open Space Parking, Roof/Terrace, Cafeteria, Storages or any other area or portion are earmarked for a particular unit/ Flat(s) by the promoter then it shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Unit/ Flat to the exclusion of other allottees.

For Okay Plus Builders LLP
LLPIN: AAO-6350

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Designated Partner/Auth. Sign.

- 1.14. **"Maintenance Society Association of Allottees"** 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.
- 1.15. **"Para"** means a Para of this Agreement;
- 1.16. **"Project"** shall mean and include the multi-storied building having basement + Stilt + 4 Floors + terrace constructed, along with all the units, parking spaces, common areas and facilities, limited common areas and facilities, open spaces, etc. and all that is constructed/ to be constructed and there about lying upon the land and collectively named as **"Okay Plus Kanak Aangan"** (formerly known as "Okay Plus Bella Vista").
- 1.17. **"Project Land"** shall mean land admeasuring 1031.88 Sq Yd (865.90 square meters) and there about lying and situated at Plot No. A-12, Mahaveer Nagar- A Block, Jaipur 302018, Rajasthan on which the whole Project named **"Okay Plus KanakAangan"** is being developed and is demarcated and shown in **Schedule-1 Part A**.
- 1.18. **"Proportionate Share"** with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.
- 1.19. **"Residential Project"** shall mean the entire project consisting of independent flats and units along with common parts/ common spaces /common area therein being constructed/developed on the said Land for exclusive residential use.
- 1.20. **"Regulation"** means the Regulation made under the Act as amended from time to time.
- 1.21. **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- 1.22. **"Schedule"** means the Schedule attached to this Agreement.
- 1.23. **"Section"** means the section(s) of the Act.

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

2. LAND DESCRIPTION:

- 2.1. The Piece and Parcels of the Plot No. A-12, Mahaveer Nagar-A Block Jaipur 302018 ("**Land**").
- 2.2. The aforesaid Plot was originally allotted to Mrs. Manju Johari w/o Sh. O.P Johari R/o B-28, Suraj Nagar, West Keshav Path Civil Lines, Jaipur, Rajasthan. The Land was purchased by such owner from the Jaipur Development Authority, Jaipur, Rajasthan, as stated in the Lease-deed dated 24-12-2012, registered on 28-12- 2012 in the office of Sub- Registrar - V in its Book No. I Volume No. 606 at Page No. 192 bearing Serial No. 2012397023004 and an additional copy of the same was also pasted in its additional Book No.1 Volume No. 2424 at Page No. 421 to 428. The said plot is hereinafter referred to as the ("**Project Land**") and
- 2.3. The Land Owners were inclined to develop the aforesaid plot as Multistoried Residential Building Complex Project. Resultantly, Land Owners entered into an Development Agreement with Okay Plus Builders L.L.P.(Developer), on 27-09-2017 and the aforesaid Development Agreement was registered in the office of Sub-Registrar, Jaipur-II on 09-10-2017 in Book No.1, Vol. No. 1109 Page No. 71, Sr. No. 201703016110837 and Additional Book No. 1, Vol. No. 4422, Page No. 383 to 398. And under the same the powers to execute the present agreement has also been provided to the Developer/Seller; and
- 2.4. That the Land Owner have executed Power of Attorney (POA) in favor of Mr. Vishal Johri to act on her behalf in respect of the said Project land, the said POA is registered in the office of Sub- registrar- II, Jaipur on 29/09/2017 in book no. 4 Vol. No. 174 Page No. 69, Sr. No. 201703016400423 and Additionally pasted in Book No. 4, Vol. No. 649, Page No. 860 to 871.
- 2.5. The Seller/ Promoter is fully competent to develop and construct the aforesaid building/project and sell the Flats/Units of his respective share in the aforesaid Multistoried Residential building Project on the basis of the aforesaid Registered Development Agreement; and
- 2.6. Then thereafter, the Seller/ promoter have Planned to put up a Residential Multistoried Building namely as "**Okay Plus Bella Vista**" on the said project land and building plans have already been approved by the Jaipur Development Authority, Jaipur vide its order no. **J.D.A./AT.MU.N.NI./B.P.C./2013/D-2228 dated 10.10.2013** The Construction work of aforesaid Residential Building/ Project has already been started on the aforesaid Project Land by the Developer in accordance with the aforesaid approved Building Plan and the Construction work is in progress.
- 2.7. The said project in the name of **Okay Plus Bella Vista** was registered with the RERA Authority on 15/02/2018 vide Registration no. RAJ/P/2018/641. Further, the promoter vides application dated 05-08-2019 applied for change of name of the project from "**Okay Plus Bella Vista**"to "**Okay Plus Kanak Aangan**". The said application was approved by the RERA Authority and the project name has

been changed on 05/11/2019 from "Okay Plus Bella Vista" to "Okay Plus Kanak Aangan" with same RERA Registration number.

- 2.8. Further, the promoter has also applied for revision of maps of the said project with Jaipur Development Authority (JDA) vide application dated 21.08.2018., and JDA, Jaipur has approved revised maps vide letter No. JDA/DC/Zone-4/2019/D-1338 dated 03.07.2019.

3. WHEREAS THE PROMOTER DECLARES THAT

- 3.1. The Promoter is in lawful possession of the land situated at Plot No. A-12, Mahaveer Nagar-A Block, Jaipur 302018, Rajasthan with a total area admeasuring of 865.90 square meters (hereinafter referred to as "**Project Land**") and more fully described in the **Schedule 1 Part A**).
- 3.2. The Promoter has obtained all other necessary permissions and approvals to develop the said land/ project.
- 3.3. The said Project land is earmarked for the purpose of Residential project, comprising of 16 unit/ Flats and the said project shall be known as "**Okay Plus Kanak Aangan**".
- 3.4. 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.
- 3.5. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number J.D.A./AT.MU.N.NI./B.P.C./2013/D-2228 Dated 10.10.2013.
- 3.6. The Land is free from All Encumbrances.
- 3.7. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "**Okay Plus Kanak Aangan**" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of unit/ 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 865.90 sq. metres situated at Plot No. A-12, Mahaveer Nagar-A Block, Jaipur 302018, Rajasthan. The location details are fully described in the **Schedule 1 Part A**.
- 3.8. The Project has been registered with the Real Estate Regulatory Authority on 15/02/2018 and the Project Registration Certificate No. is RAJ/P/2018/641. 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.rera.rajasthan.gov.in) of the Authority.

- 3.9. That the promoter has applied for update the revised maps of the project with the RERA Authority.
- 3.10. The Site Plan / Layout Plan of the said Project land has been issued by Jaipur Development Authority, Jaipur of the aforesaid plot no. A-12 in the name of landowner dated-24-12-2012. A copy of the Site Layout Plan is enclosed.
- 3.11. Originally Approval of Specifications of the Said Project and permission of building construction up to 15 meters height (Basement + 5 Floors) under the relevant legal provisions has been accorded vide its Order No. J.D.A./AT.MU.N.NI./B.P.C./2013/D-2228 dated 10-10-2013 by the Jaipur Development Authority, Jaipur. The said approval has been revised as per revised sanctioned maps vide approval letter no. JDA/DC/Zone-4/2019/D-1338 dated 03.07.2019 with building construction permission up to 15 Mtr Height (Basement + Still + 4 Floors) The Specifications of the Project are as per **Schedule 3**.
The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- 3.12. The details of Floor plan of the unit/ Flat is given in **Schedule 2**.
- 3.13. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as per **Schedule 4**.
- 3.14. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project, are as per **Schedule 5**.
- 3.15. The details of other external development works to be taken for the project as per **Schedule 6**.

- 3.16. The details of specifications of material used in construction is as per **Schedule 7.**
- 3.17. The stage wise time-schedule of completion of the Project thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works as per **schedule 8.**
- 3.18. Fire NOC for the Project is **not applicable.**
- 3.19. NOC for the Airport Authority of India is **not applicable.**
- 3.20. NOC for Environmental Clearance from the department concerned is **not Applicable.**
- 3.21. NOC from Public Health & Engineering Department is not applicable for the Project.
- 3.22. The Promoter has opened a separate account in **Union Bank of India at Bapu Nagar, Jaipur Branch** for the purpose as provided in subclause (D) of clause (I) of sub-section (2) of section 4.
- 3.23. The Promoter has made full and true disclosure of the title of the Project Land as well as the encumbrances. The Promoter has also disclosed to the Allottee(s) the nature of its right, title and interest and right to construct Building/ Project. The Promoter has made available for inspection of the Allottee(s), all the documents of title relating to the said Project and also the plans, designs and specifications of the said flat(s)/ Project prepared by the Architect and of such other document as are specified under the Act, rules and regulations made there under and the Allottee(s) after inspecting all the documents, plans, specifications, location details, etc. in respect of the Project Land has satisfied himself.
- 3.24. The Allottee(s), being aware of the Project and the changes proposed to be done thereof (as mentioned above) and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Project site, has applied for allotment and to purchase a Unit/ Flat. The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the unit/ Flat/plot as provided in sub-section (1) of section 13) and agrees to make timely

complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

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 this agreement. 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).

- 3.25. The Allottee(s) has applied for a unit/ Flat in the Project vide application no. dated and has been allotted unit/ Flat no. square feet, type on floor in [tower/block/building] no. ("Building") along with Covered/ Open parking as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit/ Flat" more particularly described in **Schedule 1 Part B** and the floor plan of the unit/ Flat is annexed hereto and marked as **Schedule 2**.
- 3.26. That the Allottee(s) hereby aware and acknowledge of the changes done in the said project i.e. change in the name of the Project and the revision of the maps of the said project. The Allottee(s) is well known of the facts mentioned hereto and have no objection for the same.
- 3.27. 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.
- 3.28. 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;
- 3.29. 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 Unit/ Flat and the Covered /Open parking.

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

LLPIN: AAD-6350

1. TERMS

- i. Subject to the terms & conditions as detailed in this Agreement, the Promoter/Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit/ Flat.
- ii. The Total Price for the Unit/ Flat with full break up is more particularly described in **Schedule 9 Part A**.
- iii. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Unit/ Flat.
- iv. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and 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 intimation of the possession of the Unit/ 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, subject to timely payment of installments;

- v. All other charges such as documentation charges, stamp duty, registration charges, etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.
- vi. The Promoter shall intimate to the Allottee(s) through E-Mail/ written Notice by Registered AD the amount payable as stated in Part A Schedule 9 and be paid in the manner provided in **Part B Schedule 9** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- vii. The Total Price of unit includes price of land, construction of, not only the Unit but also, internal development charges, external development charges, cost

of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the Unit, the right to use the common areas, lift, , fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.

- viii. 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/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s) subject to payment of installments in time by the allottee(s).

- ix. 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 in respect of the Unit/ Flat without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees except the changes specified in **Schedule 11** for which the intimation to the allottee shall be treated as consent.

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

Further in this respect allottee hereby agrees and gives his irrevocable consent for any revision, alterations/modification or additions in the sanctioned plans, layout plans and specifications of the project as required under Section 14 of the Real Estate (Regulation and development) Act, 2016 and will not raise any dispute/ demand/ claim against the such revision, alteration and modification.

For Okay Fine Surveys LLP
LLPIN: AAD-6350

Designated Partner/Auth. Sign.

The Promoter agreed and acknowledges, the Allottee shall have the right to the Unit/ Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit/ 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, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Unit/ Flat includes recovery of price of land, construction of, not only the Unit/ Flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit/ Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common

areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit/ 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 Unit/ Flat. The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.
- xii. It is made clear by the Promoter and the Allottee agrees that the Unit/ Flat along with allotted parking (if any) 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.
- xiii. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit/ Flat to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. 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 Unit/ Flat to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- xiv. The allottee expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.
2. **MODE OF PAYMENT:** 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 through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "_____ payable at Jaipur.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonoured for any reason whatsoever, The Promoter may demand for an administrative handling charge of Rs.....

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

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

4. **ADJUSTMENT/ 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 Unit , if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the

taxes, charges, levies etc. due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalment (if any) and, thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount.

5. TIME IS ESSENCE :

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

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit/ 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. 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 UNIT/ FLAT:

- 7.1. **Schedule for possession of the said Unit/ Flat** – The Promoter agrees and understands that timely delivery of possession of the Unit/ 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 Unit/ Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/08/2020, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the 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 Unit/ 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 occupancy certificate from the competent authority shall offer in writing the possession of the Unit/ Flat, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Unit/ 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 Unit/ Flat -** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Unit/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit/ Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4. **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Unit/ 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: Provided that, in the absence of any local law, the Promoter shall handover the necessary

documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit/ 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 Unit/ 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 Unit/ 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 warranties to the Allottee(s) as follows:

- (i) The Promoter has in possession of the project Land and the requisite rights to carry out development upon the said Land vide Development agreement dated 27th September, 2017 executed with the Land Owner and right to market and sell the allocated units;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.

- (iii) There are no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the 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 entered into development agreement dated 27th September, 2017 with the Land Owner for development and selling of the units in the said project. Further, the Promoter has not entered into any agreement for sale or any other agreement or arrangement except as mentioned in this agreement with any person or party with respect to the Project Land, including the Said Project and the 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 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 Project land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the 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 Unit/ 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 Unit/ Flat to the Allottee(s) within the time period specified 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 Unit/ Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority/ empanelled architect/ chartered engineer;
- (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 and subject to the condition that there is no default on part of allottee 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 Unit/ 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 Unit/ Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) On the occurrence of failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;

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- (ii) delay/default by Allottee(s) (i) above continues for a period beyond ____ consecutive months after demand notice from the Promoter in this regard;
- (iii) After the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

In such circumstances the Promoter's rights/remedies are:

- a) In case of default mentioned in (i) above, The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- b) In case of default mentioned in (ii) above, The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. of the super built up area of the unit/ Flat on monthly basis; (d) taxes (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts is recovered;
- d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
- e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner

whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :

- (i) The Booking Amount;
- (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
- (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules/ Regulations.

10. CONVEYANCE OF THE SAID UNIT/ FLAT:

The promoter, on receipt of total price of the Unit/ Flat(Including interest on delayed payment and other charges as stated in para (v) of Clause 1, as applicable) under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Unit/ Flat to the allottee together with proportionate indivisible share in the Common Areas to the Association of Allottee within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be:

Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the allottee fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTENANCE OF THE SAID BUILDING/ UNIT/ FLAT/ PROJECT

11.1. That until the takeover of the Common Areas and Facilities on the Project Land by the Association of Allottees in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities on the Project at reasonable charges.

11.2. That the Promoter shall enable and the Allottee(s) shall participate in the formation of an Association of Allottees in the Project as per Applicable Laws

with the main object to take over the responsibility of maintenance/management of Common Area and Facilities on the Project Land and common areas and facilities of future phases, if developed upon remaining Scheduled Land and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Association of Allottees may decide from time to time keeping in view the best interest of the allottees of villas in the Project. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Association of Allottees. Until the formation of the Association of Allottees under the applicable laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities on the Project Land and shall have all the rights and authorities of the Association of Allottees, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities on the Project Land. The Promoter shall handover the management/maintenance of the Common Areas and Facilities on the Project Land upon formation of the Association of Allottees under the applicable laws to the Association of Allottees, and the Association of Allottees will take care of the Common Areas and Facilities on the Project Land.

- 11.3. The Promoter shall transfer the amount collected towards Interest Free Maintenance Security (IFMS) to the Association of Allottees without any interest at the time of takeover of Common Areas and Facilities on the Project Land by the Association of Allottees. IFMS shall be non-refundable in all respect.
- 11.4. That as and when the Common Areas and Facilities on the Project Land shall be handed over to the Association of Allottees, the Association of Allottees will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities on the Project Land from the date of handing over.
- 11.5. The Allottee(s) shall be liable to pay proportionate common electric charges, sewerage charges and water charges from the date of offer of possession of unit/flat.
- 11.6. The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities on the Project Land shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Promoter or Association of Allottees, as the case may be, and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Association of Allottees from time to time.

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 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.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the promoter shall not be liable as stated above in case of any other defect pointed by the allottee, The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Allottees falls under the provision of the act.

However in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or and/ or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damaged caused due to force majeure shall not be covered under defect liability period.

13. RIGHT TO ENTER THE UNIT/ FLAT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/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 Unit/ 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

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

parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

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

- 15.1. Subject to Term 12 above, the allottee shall, after taking possession, be solely responsible to maintain the Unit/ 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 building, or the Unit/ Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Unit/ Flat and keep the Unit/ Flat its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable 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/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the unit/ Flat or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building and the Promoter/AOA shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. The allottee shall also not remove any wall, including the outer and load bearing wall of the Unit/ Flat.
- 15.3. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- 15.4. The Allottee understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or approved by the Promoter/ Association of Allottees and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary

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- and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.5. The Allottee understands and agrees that the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as residential flat subject to the specific condition that the Allottee shall have no right to use the unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.
 - 15.6. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts/ Facility in the Building.
 - 15.7. The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
 - 15.8. The Allottee shall not at any time demolish the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof. The allottee may, however, make suitable changes in the said unit and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said unit & architectural aspect thereof but only with the prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.
 - 15.9. That the allottee shall carry out day-to-day maintenance of the said unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said unit at its own costs without affecting and disturbing other unit holders.

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- 15.10. The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.
- 15.11. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.12. The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter/AOA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within _____ days from the date of notice in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said unit and such demands shall be treated as unpaid consideration of said unit and the Promoter shall have first charge/ lien on said Unit/ Flat for recovery of such demands from the Allottee.
- 15.13. The Allottee undertakes not to sub-divide the said unit, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the allottee shall also be bound by the terms and conditions of this agreement.
- 15.14. The allottee understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by allottee in proportion to the carpet area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay such proportionate amount of tax.

- 15.15. The allottee agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of the land/ building/ unit/ Flat /project, the charges towards the same shall be paid by the allottee proportionately as may be demanded by the Promoter in future.
- 15.16. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:
- i. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
 - ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee , failing which, the delay payment charges shall be applicable.

In case of default in repayment of dues of the financial institution/agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the allottee.

- 15.17. The Allottee understands that the project comprises of open and covered parking spaces spread across the Project. For day today comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Open parking will be given to residents who have not availed the option of covered parking (garage). Further, the Allottee understands and agrees that every Allottee will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said unit under any of the provisions of this Agreement.
- 15.18. The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Allottee has to deduct the applicable

Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

- 15.19. The Allottee expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.
- 15.20. **Electricity Connection:**
- i. That the allottee shall be required to get and maintain separate electric connection for the said premises in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The allottee shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him.
 - ii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
 - iii. Electric charges for the separate meter installed for common facility like lift, tube well, parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter /AOA.
- 15.21. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- 15.22. The allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the unit and the building/project or lead to increase in premium payable in respect of the insurance of the building/project and/or the unit.
- 15.23. That if the allottee intends to carry out the interior adaptations and interior works in the unit, he shall seek prior permission of the promoter/owner's association, which shall permit the same subject to appropriate conditions.
- 15.24. After handing over of the said project, it shall be the responsibility of the owner's association for obtaining/renewal of insurance for the project and pay insurance premiums.

- 15.25. The promoter shall have exclusive right over the parapet walls and all out walls of the building and/or project including all elevation features and shall always be entitled to use the same in any manner without the hindrance of the allottee/owner's association. The promoter shall be exclusively entitled to install signage, hoardings, advertisement and/or perform any kind of branding activities for any of its project at any suitable place in the project and the allottee/ owner's association shall not have any objection to it.
- 15.26. Allottee understands that after the possession of the premises/building is handed over or after getting the completion certificate of the building from concerned local authority if any, work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Purchaser in co-operation with the Purchaser/s of the other flats in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

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

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

17.ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18.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 Unit/ Flat/ 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 Unit/ Flat/ Building.

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 concerned Sub-Registrar ----- (address of Sub-Registrar) 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 but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges as may be decided by the Promoter.

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 Unit/ Flat/ Building, as the case may be.

21. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which only shall be valid.

22. 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 Unit/ Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Unit/ Flat, in case of a transfer, as the said obligations go along with the Unit/ Flat for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as said 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 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.

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 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 Unit/ Flat bears to the total Carpet area of all the Unit/ Flats in the Project.

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the 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----- . Hence this Agreement shall be deemed to have been executed at -----.

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.....	Smt. Manju Johari (represented by Mr. Vishal	Allottee(s) name
----------	---	------------------

(Promoter's name)	Johari (Land Owner)	
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.

28. 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).

29. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the unit/ Flat, or building, as the case may be, prior to the execution and registration of the agreement for sale for such unit/ 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.

30. JURISDICTION:

That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

31. GOVERNING LAW:

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

32. DISCLOSURE:

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and

subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

33. ASSIGNMENT:

The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his / her nominee(s). It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said Flat arising from the allotment of the said Flat. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the Flat shall be liable to pay Transfer Fee of Rs. 100/- (Rupees One Hundred only) per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the flat to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the Flat is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

34. INDEMNIFICATION:

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature

whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

35. SPECIFIC PERFORMANCE:

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

36. DISPUTES:

- 36.1. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- 36.2. In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made

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

37. That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.

38. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

39. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale 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 the day, date and place mentioned above.

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 on the day, date and place mentioned above.

PROMOTER For and on behalf of M/s Okay Plus Builders LLP	
Name - Signature Designation -	For Okay Plus Builders LLP LLPIN:AAD-6350  Designated Partner/Auth. Sign.

WITNESSES

1- Signature

Name

Address

2- Signature

Name

Address

Land Owner**Smt. Manju Johari***(represented by Mr. Vishal Johari) (Land Owner)***WITNESSES**

1- Signature

Name

Address

2- Signature

Name

Address

Schedule-1**Part A****(Details of land holdings of the Promoter and location of the Scheduled Land)**

The piece and parcel of the plot of land admeasuring _____ sqmtr. and there about lying and situated at Plot No. A-12, Mahaveer Nagar-A Block, Jaipur 302018, Rajasthan, Bounded on the:-

In North

In South

In East

In West

And measuring

North to South

East to West

For Okay Pura Housing LLP
LLPIN/AAD-6350

(Signature)
Designated Partner/Auth Sign.

DRAFT

Latitude/ Longitude of the end points of the Project

In North

In South

In East

In West

Other details of the location of the Project

Part B

Description of flat/unit

Application No.	
Unit/ Flat No.	
Carpet Area	
Floor	
Tower /block/building No.	

Built Up Area

Super Built up area

Schedule 2

Floor Plan of the Unit/ Flat and Block/Tower in the said project

Schedule 3

(Specifications of the Project)

Schedule 4

(Detailed Plan of Development Works to be undertaken)

Schedule 5

(Detailed of salient features of the Proposed Project)

Schedule 6

(Other External Development Works)

Schedule 7

(Details of Specifications of Material used in construction)

Schedule 8
(Stage wise time-schedule of completion of the Project/ Phase)

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

Schedule-9

Part A

Unit Price of the unit/ Flat is Rs. _____ (In words Rupees _____ only)

Note 1: Unit Price includes Basic Sale Price and Additional charges.

a. Basic Sale Price:-

S.no	Particulars	Sq Ft.	Amount
1.	Carpet area		
2.	Exclusive Balcony/ verandah area		
Total			

b. Additional charges:-

S.no	Particulars	Amount
TOTAL		

c. Other Payments:-

For Okay Plus Real Estate LLP
 LLPIN: AAD-6350

39

Designated Partner/AUTH. Sign.

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S.no	Particulars	Amount
1.	Maintenance Charges / IFMS	
2.	Taxes and duties	
TOTAL		

Total price includes Unit Price and other Payments

Total Price of the unit/ Flat is Rs. _____ (In words _____)

[Note 2: the effect of reduction in rate of tax on supply of Goods or services or the benefit of input tax credit had been considered in the price of the unit. The allottee has understood the same and will not raise any objection in this regard.]

Part B

Booking Amount and Advance Payment: The Allottee/ Purchaser has paid Rs. _____ (Rupees _____ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S. NO.	Cheque No.	Dated	Amount	Service Tax/GST	Drawn on
	TOTAL				

Balance Payment Schedule: The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs. /- (Rupees only) which shall be payable in instalments in the following manner:

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
	40	

For CHAY PRAKASH LLP
LLPIN: AAD-6350
Designated Partner/Auth Sign.

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Schedule-10
(Details of Common Areas, facilities and amenities of the Project)

1. Staircase on all the floors.
2. Lift well, lift, lift machine room.
3. Passage meant for common use.
4. Water pipes and other common plumbing installations from overhead/underground tank for supply of water.
5. Pump room.
6. Electrical wiring, meters and fittings (excluding those as are as installed for any particular unit).
7. Electrical Panel.
8. Drainage and Sewers.
9. Drive Ways.
10. Lights and electrical fittings of aforesaid common areas.

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 LLPIN: AAAD-6350 41

Designated Partner/Auth. Sign.

DRAFT

- 11. Transformer
- 12. Common Toilets.
- 13. Tube well
- 14. Guard Room
- 15. D.G. Set for common areas
- 16. Boundary Wall

For Clay Puri & Associates LLP
LLPIN: AAB-0350


Designated Partner/Auth. Sign.