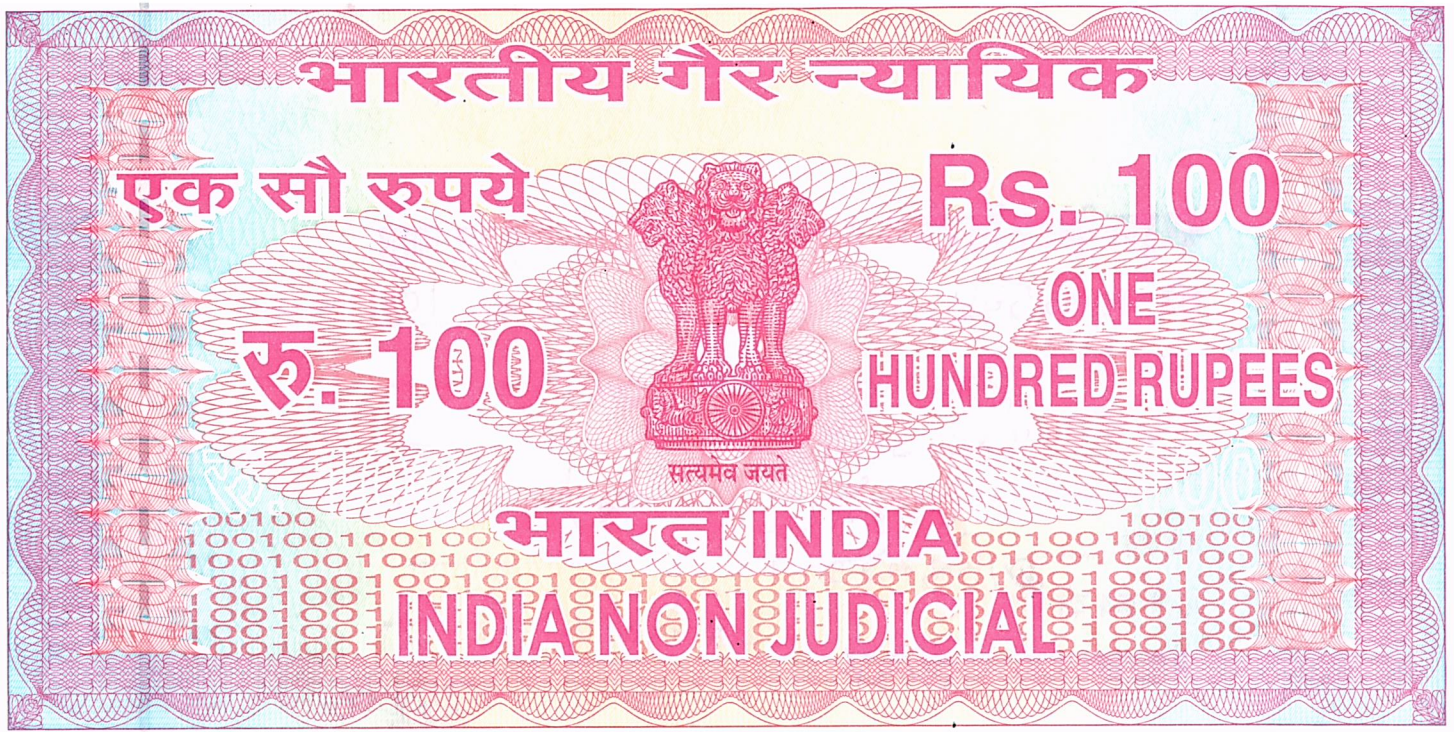




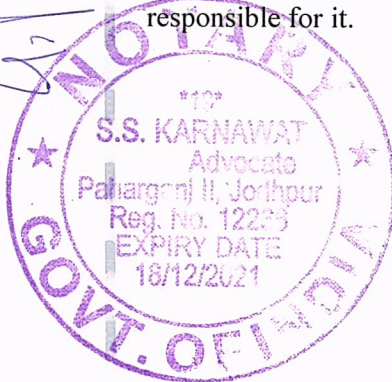
राजस्थान RAJASTHAN

AP 905294

TO WHOMSOEVER IT MAY CONCERN

I Mr. **RADHEY SHYAM** S/o Shri **RAMDEEN RAMAWAT**, Partner/Authorised Signatory of the proposed project **Amber Builder's "Maruti Villa"**/ duly authorized by the promoters of the proposed project having office at **NEAR JAI SAI FASHION, STATION ROAD, BARMER (Rajasthan)** do hereby solemnly declare, undertake and state as under:

1. That we have applied for Registration of our Project "**MARUTI VILLA**" situated at Khasra No. 3288/2092, **BARMER GADAN, BEHIND J.S.W. RESIDENTIAL COLONY, SANSIYON KI BASTI ROAD, BARMER** under the provision of the Rajasthan Real Estate (Regulation & 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 & Development) Rules, 2017
3. That the Draft Agreement for Sale is not derogation of or inconsistent with the Real Estate (Regulation & Development) Act 2016, and Rajasthan Real Estate (Regulation & Development) Rules, 2017
4. That if any contradiction arises in the future **AMBER BUILDERS** the deponent will be responsible for it.



ATTESTED

NOTARY JODHPUR
28/01/18

Thanking You,
Yours Sincerely,

For : AMBER BUILDERS

Authorized Signatory
RADHEY SHYAM

कमप्यूटर विभाग रजिस्ट्रार कार्यालय 04/2006/जोधपुर नगर, जोधपुर

रजि. क्रम सं 5504 दि 28/11/2019 मुद्रांक संख्या 100

मुद्रांक लेख का नाम श्री अम्बर बिहारी

पिता/पति का नाम पति रजि. सं 100

पता कांठार नगर

प्रयोजन शिवालय

इसके क्रय की रकम 100000/-

देन/हस्त के हस्ताक्षर

रजि. सं 100

राजस्थान राज्य अधिनियम, 1998 के अन्तर्गत	
स्थान रजि. पर प्रयुक्त अधिनियम	
1. वायव्यतः जयपुर नगर स्थित	100
(रजि. सं 100) - 10% रुपये	
2. जयपुर नगर की सीमा के अन्तर्गत	100
(रजि. सं 100) - 10% रुपये	
रजि. सं 100	



AMBER BUILDERS

NEAR JAI SAI FASHION M/S AMBER BUILDERS STATION ROAD, BARMER 344001

Ref :

Date :

RERA Registration No.

Allotment No. - .../.../.../...

DATE-

Allotment Letter

Applicant Name:

S/O,W/O,D/O-

CO-Applicant-.....

S/O,W/O,D/O-

Address-

.....

This has reference to your Application No .../..... dated for allotment of a PLOT/HOUSE in
"....." Scheme of AMBER BUILDERS situated at village BARMER GADAN, BEHIND J.S.W.
RESIDENTIAL COLONY, SANSIYON KI BASTI ROAD, BARMER.

This is to certify that you have BEEN allotted a VILLA/HOUSE NO- HAVING CARPET AREA SQ. FT.

Other Terms and Conditions: as

- (i.) The Total Price for the VILLA/HOUSE based on the carpet area is Rs..... (in words Rupees
..... only) ("Total Price")

(ii)

Block	Building	Rate of EWS / LIG VILLA/HOUSE
Block no.....		
VILLA/HOUSE no.		
Type.....		
VILLA/HOUSE Cost		
Add : Taxes (GST)		
Total Price (in Rupees)		

AMBER BUILDERS

[Signature]

Price above Excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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 to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

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

This document is hereby issued on this date..... Under the seal & signature of the

M/s AMBER BUILDERS

AMBER BUILDERS

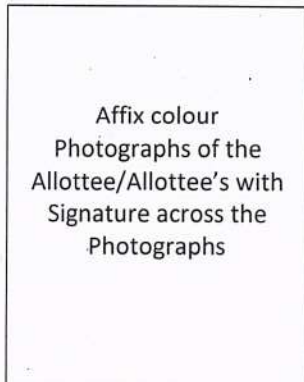
 Authorized Signatory

Authorized Seal & Signature

FORM G

[See Rule 9]

AGREEMENT FOR SALE



This Agreement for Sale is executed on this day of **Two thousand and Eighteen at Jodhpur**

By and Between

M/s **AMBER BUILDERS** having its principle place of business at at **NEAR JAI SAI RAM FASHION, STATION ROAD, BARMER 344001 (Rajasthan)** and its PAN is **ABNFA0900F** represented by its Partner and Authorised Signatory **RADHEY SHYAM S/o Shri RAMDEEN RAMAWA, Age about 41 Years, Bycast Vaishnav, Address Goraji ki Pole Khathriyon Ka Chowk, Nagaur (Rajasthan) (Aadhar No. 2121 8229 0816)** (hereinafter referred to as the "Promoter"), 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 ONE PART.

AND

Applicant-1

Mr./Mrs./Ms son/daughter/wife of Mr.
..... aged about years, R/o.....
(Adhaar No.) (PAN)

Applicant-2

Mr./Mrs./Ms son/daughter/wife of Mr.
..... aged about years, R/o.....
(Adhaar 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.

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Authorized Signatory

For **AMBER BUILDERS**

Allottee/Allottees

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

INTERPRETATIONS/ DEFINITIONS:

1. In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - a. "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
 - b. "**Built-up area**" means the sum of area of the VILLA/HOUSE or Flat. It shall include area encompassed within the walls of VILLA/HOUSE or 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;
 - c. "**Interest**" means the interest payable at the rate specified in rule 17 of the rules;
 - d. "**Para**" means a Para of this Agreement;
 - e. "**Maintenance Society**" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - f. "**Regulation**" means the Regulation made under the Act;
 - g. "**Rules**" means the Rajasthan Real Estate (Regulation and Development) (RERA) Rules, 2017;
 - h. "**Schedule**" means the Schedule attached to this Agreement; and
 - i. "**Section**" means the section of the Act.
2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,

- A. The Promoter is in lawful possession of the Land Khasra No 3288/2092 of revenue village BARMER GADAN, situated at Behind J.S.W. Residential Colony, Sansiyon Ki Basti Road, Barmer, Tehsil Barmer, District Barmer with a total area admeasuring of 20 Bigha/ 24281.1394 square meters (hereinafter referred to as '**Land**' and more fully described in the Schedule-I).

B. Chain of Title

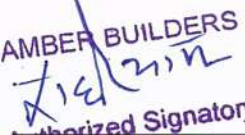
According to Jamabandi Sawat 2038-2041 of Gram Barmer the Kh.No. 2092 Area 49 Bigha 05 Biswa entered in the name of Sh. Kiratmal S/o Sh. Jawan Malji, by Cast Bhojak.

After death of Kiratmalji the share of Sh. Kiratmalji mutated in favour of his successor Sh. Meva Ram S/o Sh. Kiratmalji by cast Bhojak, through Mutation No. 70.

After death of Sh. Mewa Ramji the share of Sh. Meva Ramji mutated in favour of his successor Sh. Bhawani Shanker, Sh. Ramesh Kumar, Sh. Prem Chand S/o Sh. Meva Ramji & Smt. Savitri W/o Sh. Meva Ramji by cast Bhojak through Mutation No. 177

After Death of Smt. Savitri Devi the share of Smt. Savitri Devi mutated in favour of his successor Sh. Bhawani Shanker, Sh. Ramesh Kumar, Sh. Prem Chand S/o Sh. Meva Ramji by cast Bojak through Mutation No. 1025.

Sh. Bhawani Shanker, Sh. Ramesh Kumar, Sh. Prem Chand S/o Shri Meva Ramji By cast Bhojak Gift the land in Kh. 3240/2092 Area 20 Bigha through Registered Gift Deed dated 11-05-2018 to Smt. Lalita Sharma W/o Sh. Swaroop Chandji Sharma by cast Bhojak Resident of Kalyanpura Marg No.-02, Barmer.

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 Allottee/Allottees

The Gift deed dated 11-05-2018 got registered in sub Registrar office Barmer in Book 1st Biander No.584, Page No. 50 Serial No. 201803078101389 on Dated 16-05-2018.

In Compliance of Registered Gift Deed dated 16-05-2018 the Land of Kh.No. 3240/2092 Area 20 Bigha mutated in favour of Smt. Lalita Sharma W/o Sh. Swaroop Chandji Sharma by cast Bhojak R/o Kalyanpura Marg No.02, Barmer as Kh.No. 3288/2092 through mutation No. 1138.

Authorised Officer and Secretary U.I.T. (Nagar Vikas Nyas) Barmer gave permission through No. 1200-1204 dated 09-10-2018 a per Rules 90 (K) of Rajasthan Land Revenue Act. 1956 to Utilized the land for Residential purpose under Mukhya Mantri Jan Awaas Yojna 2015.

In Compliance of above order No. 1200-1204 Dated 09/10/2018 of Authorised officer and Secretary U.I.T. (Nagar Vikash Nyas) Barmer the land of Kh.No. 3288/2092 Area 20 Bigha mutated in favour of Nagar Vikash Nyas (U.I.T, Barmer) through Mutation No. 1152.

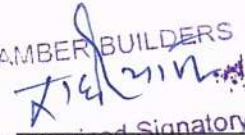
Smt. Lalita Sharma has applied the above said land for the purpose of Affordable Housing Scheme under Mukhya Minister Jan Awaas Yojna-2015, Project for Villas and the said project shall be known as **"MARUTI VILLA"**.

The Lay-out of above land approved by UIT (Nagar Vikas Nyas) Barmer on Dated 10/09/2018 and as per norms Patta Vilekha will issue according this agreement for sale in favour of Allottee/Allottees.

The consent of the owner of the Land has been taken for developing the Project (**"MARUTI VILLA"**) under Mukhya Mantri Jan Aawas Yojna 2015" (Vilas Project) and execute a Development Agreement between land owner and Developers **"M/s Amber Builders"**

The Lay-out of above land approved by UIT (Nagar Vikas Nyas) Barmer on Dated 20/11/2018 and as per norms Patta Vilekha will issue according this agreement for sale in favour of Allottee/Allottees.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities have been completed with respect to the right, title and interest of the Promoter regarding the said land on which the Project is to be constructed.
- D. The UIT (Nagar Vikas Nyas) Barmer has granted the commencement certificate to develop the said Project on Dated 20/11/2018 under Mukhya Minister Jan Awaas Yojna-2015, for Vilas Development (EWS and LIG components)
- E. The Land is free from all encumbrances.
- F. The Promoter has conceived, planned and is in the process of constructing and developing a real estate Viilas Project known as **'MARUTI VILLA'**, (hereinafter referred to as the **'Project'**) after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Villas and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on the Land admeasuring 24281.1394 square meters situated at Village BARMER GADAN, BEHIND J.S.W. RESIDENTIAL COLONY, SANSIYON KI BASTI ROAD, TEHSIL AND DISTT BARMER and latitude & longitude of the end points of the Project **are fully described in the Schedule-I.**
- G. The Project has been registered with the Real Estate Regulatory Authority on - Registration Certificate has been issued. The Project Registration Certificate No's. Is These registrations are valid as per the rules of RERA. The details of the Promoter and Project are also available on the website (www.rera.rajasthan.gov.in) of the RERA Authority.
- H. The Layout plan/ Building plan of the said Project has been sanctioned on 20/11/2018 by UIT (Nagar Vikas Nyas) Barmer and copy of which is enclosed in **Schedule-2.**

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 Allottee/Allottees

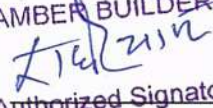
- I. Approval of specifications of the Project and permission of the House construction under the relevant legal provisions has been accorded dated 20/11/2018 by UIT (Nagar Vikas Nyas) Barmer. The specifications of the Project are as under :- CHIEF MINISTER JAN AWAAS YOJNA-2015
- J. The details of the Floor plan of the EWS AND LIG House of the Project is given in the Schedule-3.
- K. The details of the 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 of RERA, are as under :-
 1. Sewerage Treatment Plant
 2. Green area as per Norms
 3. Special Place for Senior Citizen
 4. Children's Play Area
 5. Parking according to norms
 6. Community hall
 7. Power backup for common area
 8. Rain Water Harvesting (As per Norms)
 9. Solar Water Heating System

Other development works as per "Chief Minister Jan Awaas Yojna-2015" & regulations made under

- L. 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 sewerage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-
 - 1- Construction of C.C./ Coal tar Road
 - 2- Installation of electric Lines
 - 3- Installation of underground Water pipe lines
 - 4- Installation of Sewerage line
 - 5- Installation of Water harvesting system
 - 6- Storm water drains
- N. The details of other external development works to be taken for the Project are as under :-
 - 1- Providing Sewer Line
 - 2- Providing Water Supply
 - 3- Providing Electricity Supply

Other development works as per "Chief Minister Jan Awaas Yojna-2015" & regulations made under.

- O. The details of specifications of material used in construction are as under :-
 - 1- R.C.C. roof and other construction in eat and Jodhpuri stone
 - 2- Non-skid Ceramic tile in Kitchen and Balcony
 - 3- 2' x 2' Vitrified Tiles in Hall and Bedroom
 - 4- Good quality designer tiles in Toilet
 - 5- Aluminium Window
 - 6- Wooden/Stone Doorframe and Enamel Painted Flush Door both sides
 - 7- Granite Counter in Kitchen
 - 8- Western/EWC in Toilet
 - 9- Gypsum Plaster Cement on Inner wall
 - 10- Coloured Paint on Outer Wall
 - 11- Dual Pipeline for Water Recycle (For the purpose of water saving)
 - 12- Location/Point for sufficient Fan, Tube light and other electricity

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 For AMBER BUILDERS

 Allottee/Allottees

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

Stage	Tentative Date by which the works are proposed to be Completed
Excavation	
Plinth	
Typical floor slabs including OHT(floor)	
Flooring (floor)	
Door & windows frames & shutter fixing (floor)	
Internal Painting (floor)	
External painting (Tower)	
Plumbing & Sanitary	
Electrical & FPS Works	
External Development	

- Q. Fire NOC required along with Building Completion Certificate

Not Applicable

- R. Environmental Clearance from the department concerned is required and applied in accordance with law.

Not Applicable

- S. Public Health & Engineering Department NOC for developing the Project is required and applied in accordance with law.

- T. The Promoter has opened a separate bank account in Bank of India A/C NO. 664320110000682, IFSE CODE BKID0006643, which is located at BARMER for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4 of RERA.

- U. The Allottee(s), being aware of the Project and as per details given in the advertisements by the Promoter about the Project and/or on visiting the model/sample of the VIILA/HOUSE and has applied to purchase and for allotment of the VIILA/HOUSE (hereinafter referred to as the 'Unit') in the said Project vide his/her/their application dated _____. The Allottee(s) has also deposited a sum of Rs _____ / - (in words Rupees _____) as an advance payment/ booking amount including application fee and agrees to make timely and complete payments of the remaining sale price as well as other dues under this terms and conditions of Agreement.

- V. The Allottee has been allotted a VIILA/HOUSE of _____ having VIILA/HOUSE : having Carpet Area _____ sq. mtr with reference to Application No _____ in _____ Category 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 "VILLA/HOUSE" more

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For AMBER BUILDERS

Allottee/Allottees

particularly described in Schedule-4 and the floor plan of the VILLA/HOUSE is annexed hereto and marked as Schedule-3.

Note: Open parking is available for each VILLA/HOUSE separately.

- W. The Parties have gone through all the terms & conditions set out in this Agreement and **understood** the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the VILLA/HOUSE and the garage/covered parking (if applicable).

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the VILLA/HOUSE as specified in para 'V'
- 1.2 Allottee has been allotted a VILLA/HOUSE of _____ having VILLA/HOUSE no: _____ having Carpet Area _____ Sq. Mtrs. with reference to **Application No** _____ in _____ Category. The Carpet area of the VILLA/HOUSE is _____ sq. mtrs. Plus balcony and services area is over and above the allotted carpet area and the value for the above flat is Rs. _____ (Rupees _____ only), (Excluding amenities & other applicable charges).

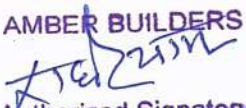
Allottee agrees to pay the charges for External Development & Internal Development for the amount of Rs. _____, Parking charges for the amount of Rs. _____, Club House Charges for the amount of Rs. _____ and for the Maintenance of the Society for such amounts that may be decided by the residents of the society and all such taxable amounts that may be levied and shall be applicable.

Explanation:

- (i) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), Value Added Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project and the Maintenance of the Society, payable by the Allottee (by whatever name called), up to the date of the taking over the possession of the VILLA/HOUSE from the Promoter after obtaining the completion certificate, as the case may be;

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 scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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For AMBER BUILDERS

Allottee/Allottees

- (ii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the stipulated time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iii) The Total Price of VILLA/HOUSE includes price of land, construction of not only the VILLA/HOUSE but also the common areas, cost of providing electric wiring, electrical connectivity to the VILLA/HOUSE, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, as per Terms No.1 (1.1), (1.2) and (1.3) and includes cost for providing all other facilities, amenities and specification to be provided within the VILLA/HOUSE and the Project.

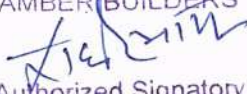
1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Flat price of Rs. _____ and the Allottee (s) agrees and undertakes to pay the balance amount of Rs. _____ of the Flat price and Amenities Charges strictly in accordance with the payment plan given below:-

S. No.	Stage of Development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition	Period within which the Installment amount is to be paid by the Allottee
1.	On Booking	10%	On Booking
2.	On Initiation of construction of foundation	15%	2 nd Month
3.	On Initiation of Construction of Plinth	20%	6 th Month
4.	On Initiation of Stone Work	20%	10 th Month
5.	On initiation Roof Work	15%	16 th Month
6.	On initiation Sanitary and Electrical and plumbing work	10%	18 th Month
7.	Finishing	10%	22 th Month
8.	On Possession	10%	24 th Month
	Total	100%	

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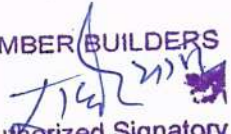

Authorized Signatory

For AMBER BUILDERS

Allottee/Allottees

	Amenities Charges	Amount
1	ID & ED one time	40,000.00
3	Scooter/Car Parking One/Two	00.00
	Total	40,000.00

- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 9% (Nine Percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6** It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities without the consent of the Allottee (which shall be in conformity with the advertisement, brochure etc., on the basis of which sale is effected) in respect of the VIILA/HOUSE without the previous written consent of the Allottee(s) as per the provisions of the Act:
- 1.7** The Promoter shall confirm the final carpet areas that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate 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 than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the VILLA/HOUSE, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8** The Promoter agrees and acknowledges that the Allottee shall have the right to the VIILA/HOUSE as mentioned below:
- I. The Allottee(s) shall have exclusive ownership of the VIILA/HOUSE;
 - 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 VIILA/HOUSE includes recovery of price of land, construction of, not only the VILLA/HOUSE but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the VIILA/HOUSE, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common

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areas, maintenance charges, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the VIILA/HOUSE and the Project;

IV. The Allottee has the right to visit the Project site with prior permission from the developer to assess the extent of development of the Project and his/her VIILA/HOUSE.

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

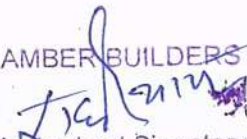
1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the VIILA/HOUSE to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or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

1.11 The Allottee has paid 10% of booking amount as being a part payment towards the Total Price of the VIILA/HOUSE. At the time of application the receipt of which the Promoter had acknowledged and that the Allottee hereby agrees to pay the remaining price of the VILLA/HOUSE as prescribed in the payment plan at Clause No.1.4 hereinabove as may be demanded by the Promoter within the stipulated time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, the Allottee(s) 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).

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all the payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan in Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of **M/s AMBER BUILDERS** and maintain the bank accounts in accordance with RERA/i.e. that is 70:30 ratio.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made 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 understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said VILLA/HOUSE applied herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee has 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 VILLA/HOUSE, 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 OF 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 VILLA/HOUSE to the Allottee and the common areas to the Society or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the VILLA/HOUSE 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

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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 VILLA/HOUSE :

7.1 Schedule for possession of the said VILLA/HOUSE – The Promoter agrees and understands that timely delivery of possession of the VILLA/HOUSE to the Allottee and the common areas handed to the Society for Maintenance, is the essence of the Agreement. The Promoter assures to handover possession of the VILLA/HOUSE along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on before October 2020, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other natural 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 such delivery of possession of the VILLA/HOUSE, 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 after deducting the cost of construction including land and operational costs, divided in the ratio of each unit. 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 agrees that he/ she shall not have any rights, claims etc. against the land, property or 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 VILLA/HOUSE, 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 favour 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 fulfilment 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/ the formed Registered Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the VILLA/HOUSE, 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 VILLA/HOUSE- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the VILLA/HOUSE 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 VILLA/HOUSE 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.

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7.4 Possession of the Allottee- After obtaining the occupancy certificate and handing over physical possession of the VILLA/HOUSE to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas 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:

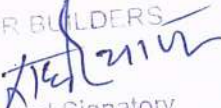
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) 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 VILLA/HOUSE(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 VILLA/HOUSE, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that 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 VILLA/HOUSE, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been

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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) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

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

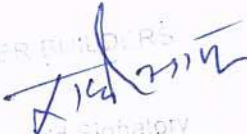
(xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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 VILLA/HOUSE/Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the VILLA/HOUSE shall be in a habitable condition which is complete in all respects including the provision of all specifications, 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.

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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 VILLA/HOUSE, along with interest within forty-five days of receiving the termination notice. Provided that if an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the VILLA/HOUSE, 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) In case the Allottee(s) fails to make payments for One consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond One consecutive month/s after notice from the Promoter in this regard, the Promoter may cancel the allotment of the VILLA/HOUSE in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. CONVEYANCE OF THE SAID VILLA/HOUSE

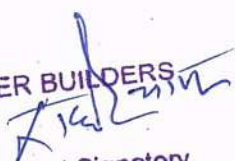
The Promoter, on receipt of Total Price of the VILLA/HOUSE as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the VILLA/HOUSE together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour 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(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID VILLA/HOUSE/ 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 upon the issuance of the completion certificate of the Project.

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The cost of such maintenance has been included in the Total Price of the VILLA/HOUSE.

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.

13. RIGHT TO ENTER THE VILLA/HOUSE 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 VILLA/HOUSE 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 service areas: - The 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 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 VILLA/HOUSE :

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said VILLA/HOUSE 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 VILLA/HOUSE, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said VILLA/HOUSE, and keep the said VILLA/HOUSE, its walls and partitions, sewers, drains, pipes 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/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the VILLA/HOUSE or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the VILLA/HOUSE.

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

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

The Parties are entering into this Agreement for the allotment of an VILLA/HOUSE 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 plans 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 VILLA/HOUSE/ 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 VILLA/HOUSE/ 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 Barmer 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 excluding the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND :

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

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

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every such 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 Allottee(s) in the Project, the same shall be the proportion which the carpet area of the VILLA/HOUSE bears to the Total Carpet Area of all the VILLA/HOUSE 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 Barmer 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 Barmer. Hence this Agreement shall be deemed to have been executed at Barmer.

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28. 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:-

PROMOTER	ALLOTTEE(S) NAME
M/s AMBER BUILDCON	Mr. /Ms /Mrs.
Address: NEAR JAI SAI RAM FASHION, STATION ROAD, BARMER 344001 (Rajasthan)	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.

29. JOINT ALLOTTEE (CO-APPLICANT):

That in case there are Joint Allottee(s), 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).

30. SAVINGS:

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

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. DISPUTE RESOLUTION :

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

33. OTHER TERMS

- I. That the Allottee(s) hereby undertake that he/she/they shall not indulge into any activity or do any such act which will bring disrepute to the promoter or other occupants, in any manner whatsoever.

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- II. The Allottee will be entitled to start the interior work only after making full & final payment as per the payment plan and after registration of sale/conveyance deed. The Allottee shall take prior written permission from the promoter about all the interior works proposed to be undertaken inside the VILLA/HOUSE.
- III. That the said VILLA/HOUSE has been purchased by Allottee specifically for residential purpose. The Allottee hereby undertakes that the said unit will not be used for any other purpose apart from as specified above and shall use the same in a manner that does not cause nuisance or annoyance to other occupants/owners of the project.
- IV. The Promoter reserves the right to request the Allottee to provide any additional information or documents as it may so desire pertaining to the Allottee and the Allottee agrees to furnish such information or documents without any objection whatsoever within the time prescribed by the Promoter.
- V. Use of the Common Areas and Facilities shall be subject to timely payment of maintenance charges and the Allottee agrees that in the event of any negligence or failure to pay maintenance charges on or before due date. The right to use such Common Area and Facilities may be restricted without notice.
- VI. The Allottee further agrees and undertakes to pay all Taxes and Cesses as per Government rates, Municipal tax, Water tax (if any), Property taxes, fees or levies of all and any kind by whatever name called, whether levied or liveable now or in future by the Governmental Authority on the Unit/Project as assessable or applicable from the date of the allotment. If the Unit is assessed separately the Allottee shall pay directly to the Government Authority and if the Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the promoter and demand shall be final and binding on the Allottee.
- VII. As and when any plant and machinery within the Project/Unit, as the case may be including but not inmate to lifts. DG Sets, electric sub-stations, pumps, fire fighting equipment's any other plant/equipment of capital nature etc. require replacement up gradation additions etc. the cost thereof shall be contributed by all the Allottee(s) in the Project, on pro-rata basis. The Maintenance Society shall have the sole authority to decide the necessity of such replacement up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
- VIII. The Allottee hereby undertakes to comply with and carry out from time to time after taking possession of the Unit or execution of Conveyance Deed, whichever is earlier, all the requirement, requisitions, demands and repairs which are required by any Applicable Law or any Governmental Authority in respect of the Unit/Project at his/her own cost and keep the promoter indemnified, secured and harmless against all costs. Consequence and all damages arising on account of non-compliance with the said requirements requisitions demands and repairs.
- IX. The Allottee agrees and understands that terms and conditions of the Agreements may be modified/ amended by the promoter in accordance with directions/ order of any court of law, Government Authority, in compliance with Applicable Laws and such amendment shall be binding on the Allottee.

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- X. The Allottee agrees that the provisions of this Agreement and those contained in other annexures are specific and applicable to Unit offered for sale in the Project and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose or any suit or proceeding before any Court(s) Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Project(s) of the Promoter's Company/its associates/ subsidiaries / officers / employees/ contractors/ agents or other bodies in which the promoter Company is a party.
- XI. The Promoter shall have right to join as an affected party in any suit/ complaint filed before any appropriate court by the Allottee if the Promoters rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Promoter fully informed at all times in the regard.
- XII. The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Promoter Company and its partners/members, staff, agents, representatives, estate and effects, nominees, assignees including the Maintenance Agency, indemnified and harmless against all or any losses liabilities, claims damages or consequence that the Promoter Company may suffer as a result of non-payment, non-observance, non-performance or breach of any of the covenants, warranties, undertakings, representations, terms and conditions, stipulated in this agreement or of any Applicable Laws. This will be in addition to any other remedy provided in this Agreement and/or available under Applicable Laws. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of occupants, representatives' guests and/or any other person claiming under the Allottee/s.
- XIII. That Allottee has no objection in case the developer makes changes in the sanction/layout plan. The qualities of sanitary items, Electrical fittings & furniture & fixtures which will be used by the promoter are acceptable to Allottee/s also. Allottee/s will not be entitled to claim any compensation or any part in sale consideration or any amount in whatsoever form in relation to changes in sanction/ layout plan of the Project.
- XIV. That Allottee agrees that if extra works are executed on his/her/their request then the Allottee will pay additional cost and extra time to the promoter for the purpose of execution of additional work, which may be mutually decided upon.
- XV. The Allottee will not be entitled to obtain the possession of the constructed VILLA/House from the promoter if any amount of construction of the VILLA/House is outstanding against the Allottee. The possession of the VILLA/unit will be handed over by the promoter by way of certified of handing over/taking over and the same shall be duly signed by the parties in token of handing over and taking over the possession of the VILLA/house and then only the handing over and taking over the possession of the VILLA/house shall be complete otherwise not.
- XVI. That the Water and Electricity Meter which will be installed in the VILLA/House constructed by the promoter for the Allottee which will be in the name of Allottee, the Allottee will make the payment separately in this respect to the promoter.

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After the date of the VILLA/HOUSE with the electricity and water connection is handed over by the promoter to the Allottee, if any technical fault or any other fault or any other loss is caused on account of the same then the promoter will not be liable in any manner. Any variation in account of electrical charges, water charges etc. by competent authorities will be borne only by the Allottee.

- XVII.** The Promoter will appoint a House Keeping Company who will look after all the maintenance work of the Maintenance Society like electricity, light, drainage, sewerage, and other common facilities. The Promoter and Allottee(s) together will create a Maintenance (Welfare Housing) Society as per norms of Chief Minister Jan Awaas Yojna-2015 and handover the maintenance work of common area to the Maintenance Society.
- XVIII.** That in case the township maintenance charge deposited with Maintenance Society is found to be insufficient then the promoter or the society shall decide the additional charge, which the allottee shall be bound to pay the same.
- XIX.** That both the parties agree that this agreement has been executed in **Barmer** city therefore in any case of any dispute it will be in the jurisdiction of court of law at **BARMER**. In any case, any dispute arises in respect of the terms and conditions of this agreement arrived at between the parties then both the parties will appoint one Arbitrator each, who will resolve the matter. However, if both the parties are not satisfied with the decision of the both the Arbitrator then both of these Arbitrators will appoint a sole Arbitrator to resolve the matter. In case the sole Arbitrator fails to dispose-off the matter then both the parties will request the court of law for appointment of another Arbitrator. The decision/judgement given by such Arbitrator shall be final and binding on both the parties and the expenses will be borne by each of the party at his own. The Arbitration and Conciliation Act, 1996 as amended from time to time, will be applicable in respect of appointment of the Arbitrator.
- XX.** That both the parties shall abide by the terms and conditions of the agreement in letter and spirit and no party will violate the terms and conditions of this agreement and in case of such violation the other party will have the right to initiate all the appropriate legal action in matter in accordance with the law. Consequently, this agreement to sale of VILLA/HOUSE and construction of the VILLA/House has been executed by the parties with their full consciousness, discretion, full and complete fit state of mind on today so as to remain as witness and to be used as when require.
- XXI.** The Allottee understands that the project comprises of open parking scooter/car spaces spread across the said project. For day-to-day comfort of all residents the promoter has earmarked the scooter/car parking space for the whole project.
- XXII.** Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one scooter parking for EWS units and two scooter parking for LIG units.
- XXIII.** The Allottee(s) understands that in order to maintain the administration of the project, the Promoter has earmarked the scooter parking spaces for the whole project and the Allottee(s) undertakes to park his vehicle strictly in the parking space allotted to him and not anywhere else in the said Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be

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allowed to park vehicles more than parking space allotted for him or anywhere else in the said Project, Further the Allottee(s) agrees that the Promoter or the Maintenance Society reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the said Project, in case the Allottee(s) has been allotted one parking space only.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at **BARMER** 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 at on

Name: _____

(First Allottee)

Name: _____

(Second Allottee)

Signature (First Allottee)

Signature (Second Allottee)

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

For and Behalf of AMBER BUILDERS	
Name:	
Authorized Signatory:	
Designation:	
WITNESSES	
1-	Signature:
	Name:
	Address:
2-	Signature:
	Name:
	Address:

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SCHEDULE-1

Name of Scheme/Township and City	Plot No.	Area (in Meter)
“ <u> </u> ” KH.NO. 3288/2092 Gram BARMER GADAN, BEHIND J.S.W. RESIDENTIAL COLONY, SANSIYON KI BASTI ROAD, BARMER	Kh No. 3288/2092	24281.1394 Sq. Mtr.

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

In North: land of Kh No. 2831/2083

In South: Road KH NO. 2094

In East: Land of Kh. No. 3240/2092

In West: Land of Kh.No. 2093

Admeasuring 24281.1394 Sqr Mtr.

North to South 606'6" FEET

East to West 390.75 FEET

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

In North: 25 43 55 81" N, 71 24 41 74" E

In South: 25 43 47 92" N 71 24 42 83" E

In East: 25 43 53 71" N 71 24 45 33" E

In West 25 43 51 75" N 71 24 38 88" E

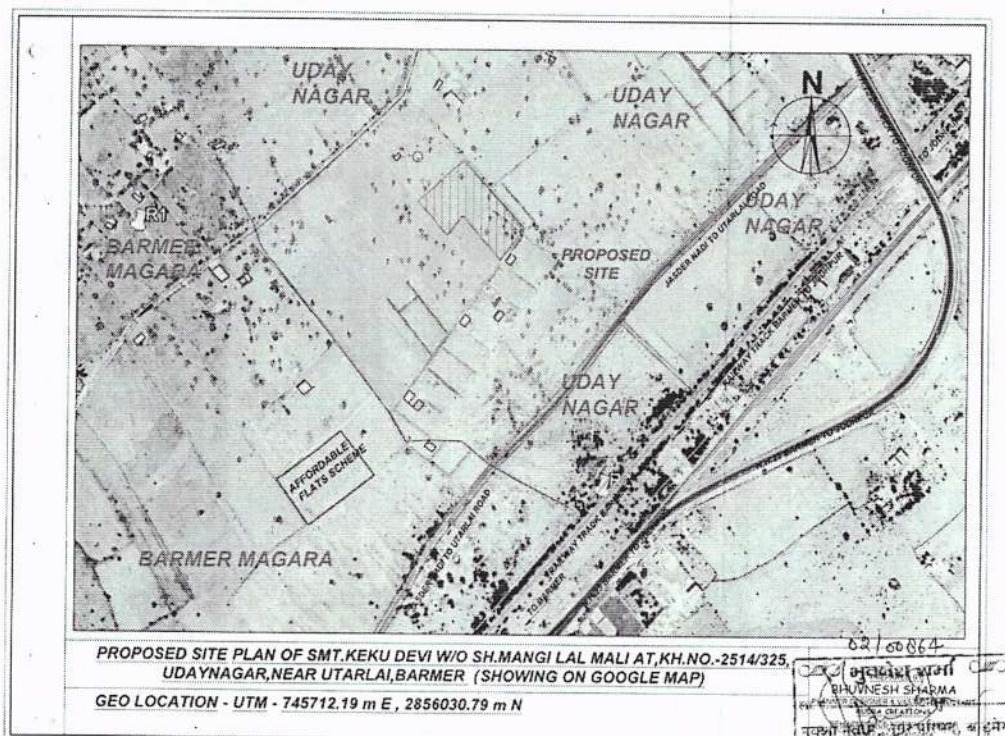
4- Location Map

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