

भारतीय गैर न्यायिक

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FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

AF 473036

Affidavit Form G

I, Gaurav Kedia S/O Shri Rajendra Kumar Kedia aged 27 R/O 32, Kedia House, Near Nadi Ka Phatak, Benad Road, Jhotwara, Jaipur-302012, duly authorized by the promoter, M/s Kedia Builders and Colonizers Private Limited, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project **"NIKUNJ VILLAS PHASE I"**, under Chief Minister Jan Aawas Yojna Provision-3B at Khasra No. 231/6 and 233/5 Village Kanakpura, Tehsil & District Jaipur 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 there under.

ATTESTED
23 SEP 2019
NOTARY
Smt. KARUNA SHARMA


Deponent

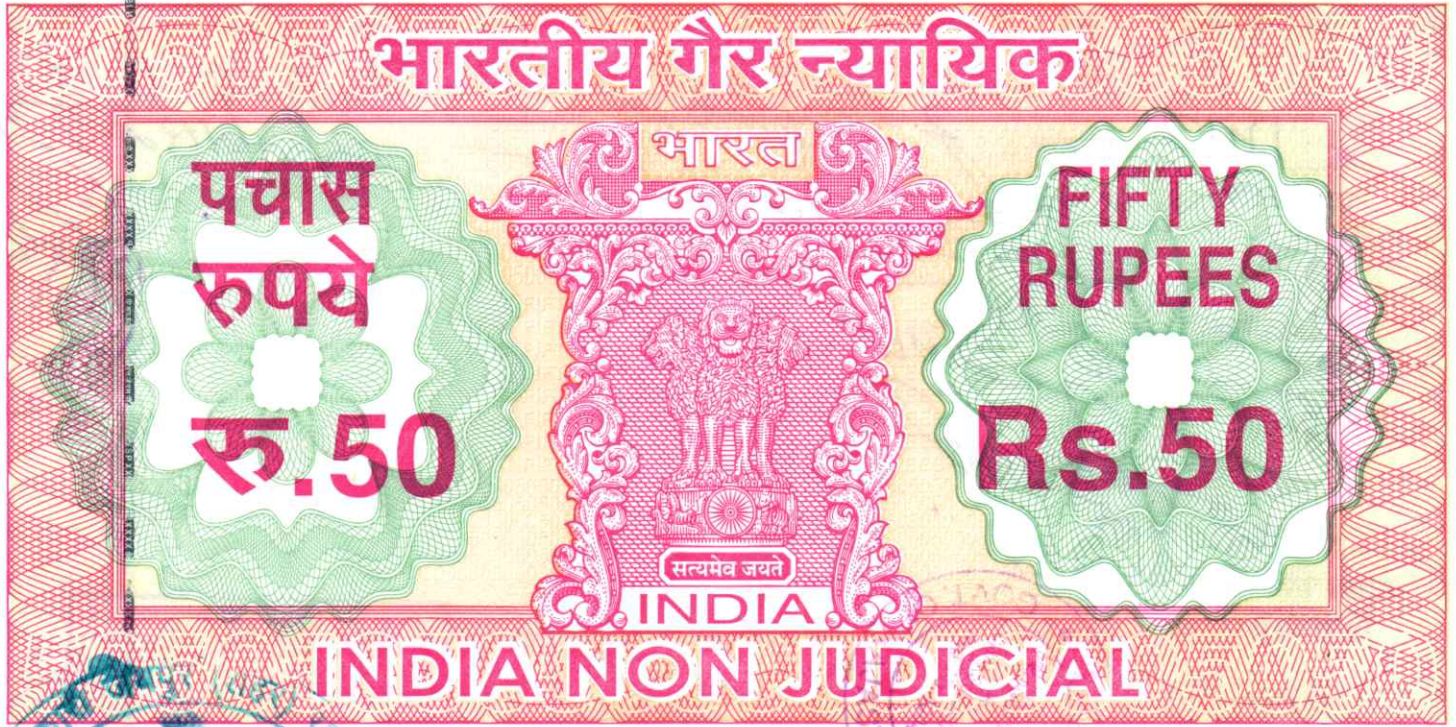
स. 1412 दिनांक 23/09/2019
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दीपक शर्मा
 स्टाम्प विक्रेता ला.सं. 31/12
 जिलापीठ कार्यालय, जयपुर

100 का नाम/दिनांक प्रमाणित



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AF 473035

Verification

I, Gaurav Kedia, S/O Shri Rajendra Kumar Kedia aged 27 R/O 32, Kedia House, Near Nadi Ka Phatak, Benad Road, Jhotwara, Jaipur-302012, duly authorized by the promoter, M/s Kedia Builders and Colonizers Private Limited, do hereby declares 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 there from.

Verified by me at Jaipur on this 23rd day of September, 2019

Deponent

ATTESTED
23 SEP 2019
NOTARY
Smt. KARUNA SHARMA

स. 14/12 दिनांक 23/09/2019
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प्रांक

दीपक शर्मा
स्टाम्प विक्रेता ला.सं. 31/12
जिलाधीश कार्यालय, जयपुर

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FORM – G
(See Rule – 9)
AGREEMENT FOR SALE

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this _____ Day of _____ 2019 at Jaipur.

BY AND BETWEEN

1. PARTIES TO THIS AGREEMENT

1.1 PROMOTER/DEVELOPER/SELLER

M/S KEDIA BUILDERS AND COLONIZERS PRIVATE LIMITED (CIN U70101RJ2005PTC021167), a private limited company incorporated under the provisions of Companies Act, 2013 and having its registered office at Ground Floor, A-6 to A10, Shyam Nagar, Benad Road, Jhotwara, Jaipur, Rajasthan-302012 through its Director Mr. Gaurav Kedia S/o _____ R/o _____ authorized vide board resolution dated 04th Day of April, 2018 [hereinafter referred to as the **Promoter/Developer/Seller** being the parties to the ONE PART, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, their administrator(s), executors, Permitted assignees, legal successor(s) in Interest];

AND

Mr/Mrs. _____ (Aadhar No. _____), S/o/W/o of _____, aged _____, (PAN _____), Jointly With Mr/Mrs. _____ (Aadhar No. _____) , S/O/W/o Mr. _____ aged _____ (PAN _____), R/o _____ [hereinafter Jointly referred to as the "**Allottee(s)**" or "**Party of the Second Part**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal successor(s), executor(s) & permitted assignees].

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

Kedia Builders And Colonizers Pvt. Ltd.



Director/ Authorised Signatory

INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.
 - b) **"ALLOTTEE(S)"** means and includes:
 - a) If the Allottee(s) is an individual then his/her legal successors(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - b) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - c) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successors(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
 - d) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
 - c) **"APARTMENT/VILLA/UNIT"** shall mean apartments, villas, units and other spaces intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes all such Unit/Villas, units or spaces intended to be used for the purpose specified in this Agreement or such other purpose for which it was approved and sold, subject to applicable laws .
 - d) **"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, Jaipur Development Authority Act, 1982, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017, Township Policy, 2010 and any other law which may be promulgated or brought into force and effect hereinafter, including bye-laws, notifications, ordinances, policies, laws or orders or official directive(s) of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
 - e) **"ARCHITECT"** shall mean a person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
 - f) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
 - g) **"APPROVED PLANS"** shall mean the plans/layout of Project (as defined herein-below), which has been duly approved by Jaipur Development Authority, Jaipur including changes therein which may subsequently be made by the Promoter in accordance with Applicable Laws.

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- h) **"BUILT UP AREA"** means the sum of area of the Villa or Unit. It shall include area encompassed within the walls of Villa or Unit, 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.
- i) **"CARPET AREA"** means the net usable floor area of a Unit/Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area.
- j) **"COMMON AREAS AND FACILITIES OF THE SAID PROJECT"**: shall mean and includes such area occupied by the Residential Project which is for common use of all its occupants and includes the facilities as well as the common area occupied by project roads/streets, pavements/footpaths, garden, plantations, jogging tracks, pavilion, sand pit, play courts, water tanks/storage place, electrical transformer & panel, guard room, common toilets, generator room, external walls, lifts, elevators, etc. and all spaces meant for common use the occupants of Unit/Villa in the Residential project and the equipments provide AND/OR reserved for the common use and the enjoyment in the residential project. However it is clarified that common parts common spaces/common areas ownership belongs to the Promoter who shall be free to use the same in such manner as it deem fit and proper and more particularly detailed in the **Schedule - F** attached hereto. It is further clarified that the Club house, Am phi-theatre, etc. do not form part of common areas.
- k) **"EARNEST AMOUNT"** shall mean 10% of the total price of the Unit/Villa.
- l) **"DELAY PAYMENT CHARGES"** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. as the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- m) **"HE OR HIS"** shall also mean either she or her in case the Buyer is a female or it or it's in case the Buyer is a partnership firm or a limited company.
- n) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- o) **"LIMITED COMMON AREAS AND FACILITIES OF THE SAID PROJECT"** shall mean those common areas and facilities which are designed in writing by the Promoter before the allotment, sale or transfer of any Unit/Villa as reserved for use of certain Unit/Villa or Units/Villas to the exclusion of the other Units/Villas.
- p) **"OWNERS ASSOCIATION"** shall mean an association formed/to be formed by the owners of the Units/Villas in the Said Project as per Clause (e) of Sub-Section (4) of Section 11 of the Act.
- q) **"PARA"** means Para of this Agreement.
- r) **"REGULATION"** means regulations made under the Act.

- s) **"RULES"** mean the Rajasthan Real Estate (regulation and Development) Rules, 2017 read with Real Estate Regulatory Authority (Amendment) Regulations, 2019.
- a) **"SCHEDULE"** means the schedule attached to this Agreement;
- b) **"SECTION"** means the section of the Act.
- c) **"PROJECT LAND"** shall mean all that piece and parcel of the land admeasuring 7 Bigha corresponding to Khasra nos. 231/6, 233/5 at Village Kanakpura, Tehsil & District Jaipur on which villas/units/spaces are being developed.
- d) **"SAID PROJECT"** shall means the project comprising of building(s), parking facility, club house, other amenities and facilities etc. constructed/ to be constructed upon the Project Land and named as **"NIKUNJ VILLA'S"** Phase-1.
- e) **"COMMON PURPOSES"** shall mean and include the purposes of maintaining and managing the Residential Project and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the BUYERS inter-se relating to the Residential project and the common use and enjoyment thereof.
- f) **"CLUB HOUSE"** means a club house having indoor games, Health Equipped gym, Party hall/community center for the residents/occupants of the Unit/Villas.
- g) **"FORCE MAJEURE"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a party's ability to perform obligations under this Agreement including.
- i. Acts of god i.e. fire, draught. Flood epidemics and other natural disasters; or
 - ii. Explosions or accidents, air crashes and shipwreck; or
 - iii. Strikes, riots, lock-out, civil disturbances, curfew etc; or
 - iv. War or enemy action or terrorist actions; or
 - v. Change in law, rules and regulations, injunctions or stay granted by court of law or interim order by arbitrator; or
 - vi. Non-availability of Bajri/steel/cement/other building material/ water supply/ electric power/ like; or
 - vii. Natural calamity or by reason of any national or international happening or even; or
 - viii. Any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- h) **"MAINTENANCE AGENCY OR FACILITY MANAGEMENT COMPANY"** shall mean any firm, society, company, association, or other body or institution that may be formed/appointed for the maintenance of common area/common spaces/common parts of the building/complex and keeping the account of common expenses of the building/complex..

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 Director/ Authorised Signatory

- i) **"COMPLETION CERTIFICATE"** means the completion certificate or such certificate by whatever name called, issued by the competent authority certifying that the real estate project has been completed/developed according to the sanctioned plan, layout plan and specification, as approved by the competent authority under the local laws.
- j) **"LOCAL AUTHORITY"** means the municipal corporation or municipality or panchayats or any other local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- k) **"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.
- l) **"PARKING SPACE"** shall mean parking space in the said residential project allotted in the unit or villa exclusively for the use of Buyer for parking his car.
- m) **"PROPORTIONATE SHARE"** with reference to common expense means that proportion of the common expense which is payable by the buyer for the maintenance of the building/project etc.
- n) **"MASCULINE"** shall include the feminine and vice versa.
- o) **"UNDIVIDED PROPORTIONATE SHARE"** shall mean and include the proportionate impartial share, right, title and interest in the land underneath /corresponding to the villa/unit agreed to be bought by the buyer.
- p) **"REGISTRAR"** means the Registrar of the Authority and shall include such other officer(s) of the Authority who may be authorized by the Chairperson to carry out any function under the Act or the Rules and for that purpose report directly to the Chairperson or a member."
- q) WHEREVER any expenses or costs are mentioned to be borne or paid proportionately by the buyer, the portion of the amount payable by the buyer shall be in proportion of the chargeable area of the buyer to the aggregate chargeable area of the residential project and the said proportionate area shall include the proportionate areas of the total common area constructed and completed in the residential project.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

A. The Promoter is in lawful possession of the Land, Khasra No. 231/6, 233/5 Village Kanakpura, Tehsil & District Jaipur with a total area admeasuring of 16061.99 sq.mtr., which has been acquired by the promoter through Registered Sale deed dated. 21.08.2019 which was registered on 22.08.2019 in Book no.1,

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Jild No.1267 on Page No.177 at serial No.201903016111151 and additional copy pasted in book no.1 Jild No.5056 from page no.403 to 418 (Hereinafter referred to as 'Land' and more fully described in the **Schedule-A**).

- B. Thereafter Promoter applied to Jaipur Development Authority, Jaipur, as per Chief Minister Jan Awas Yojna, 2015 and Township Policy, 2010, for conversion of the Project Land from agricultural to non-agricultural use. The approval of the said land for the residential purpose has been received under provision 3B of the Chief Minister Jan Awas Yojna for residential purpose vide its order letter number JDA/DC/Zone-07/2018/D-2124 date 15.10.2018.
- C. The Promoter is in the process of developing facilities as required under said Order and the approved Layout Plan of the Project in accordance with Applicable Laws. The location details of the Project are fully described in the layout of the Project enclosed hereto as **Schedule-A**.
- D. The Promoter is constructing villas, units and other spaces on the said project land for Residential EWS/LIG purposes.
- E. That all the legal formalities with respect to right, title and interest of the Promoter regarding the Project Land on which the Project is being developed have been completed.
- F. The Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on date and the Project's registration number is This registration is valid up to **31.12.2022**, unless renewed by the Authority. The details of the promoter and the Project are also available on the website (rera.rajasthan.gov.in) of the Authority.
- G. The following approvals and sanctions have been obtained in respect of the Project:
- i. Layout Plan of the Project has been approved by the Jaipur Development Authority, Jaipur vide its Letter No. D-1167 dated 20/09/2019. A copy of the approved Layout Plan/Site Plan is enclosed herewith and marked as **Annexure- I**.
 - ii. Copy of Order bearing no. JDA/DC/Zone-07/2018/D-2124 dated 15.10.2018 issued by Jaipur Development Authority, Jaipur for conversion of the Project Land is enclosed herewith and marked as **Annexure- II**.
- H. The Promoter agrees and undertakes that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws. However it is made absolutely clear to the buyer and the buyer has given his irrevocable consent to the promoter for any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Villa, plot or Project, as the case may be, if required, as per applicable laws after obtaining relevant approvals from the concerning authorities.

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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 may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the allottee(s).

- I. The Promoter has conceived a detailed plan of development works to be executed in Project. Details of the plan of development works to be undertaken in the Project have been specifically provided under **Schedule- D**.
- J. The details of external development works to be taken for the Project have been specifically provided in **Schedule- E** attached hereto.
- K. The Promoter has opened a separate account in **Station Road, Jaipur branch of Andhra Bank** for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- L. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the Project prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the plans of the Project and all the documents referred to in this Agreement and the Allottee(s) stands fully satisfied with the sanctioned layout plans of the Project.
- M. The Allottee(s), being aware of the Project and details given above as well as in the advertisement/brochure about the Project provided by promoter, has applied for allotment and purchase of a Unit/Villa in the Project vide booking/application form. The Allottee(s) has also deposited a sum of Rs.(Rupees) (hereinafter referred to as "Booking Amount") as an advance payment / booking amount which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit/Villa (as defined below) and agrees to make timely and complete payments of the balance of Basic Sale Consideration of Unit/Villa as well as other dues under this Agreement as per terms and conditions of this Agreement.
- N. The Allottee(s) agrees and understands that the Promoter is entering into this Agreement after the approval of the Layout Plan of the Project, in compliance with the provisions of the Rajasthan Township Policy,, 2010 ("**Policy**"). The Allottee(s) further agrees that the Promoter shall issue a provisional patta/possession letter in the standard format prescribed by the concerned authority as required under the Policy, subject to the receipt of entire Basic Sale Consideration and any other amounts as specified under this Agreement in respect of a Unit/Villa.
- O. The promoter is fully competent to enter into this agreement and all the legal formalities with respect to right, title and interest of the promoter regarding the project have been completed.
- P. The parties have gone through all the terms and 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 all the laws, rules, regulation, notifications etc. applicable to the project.



Q. The Promoter has allotted/booked following Unit/Villa in the Project to the Allottee(s):

(i) Unit/Villa No.;

(ii) Carpet Area of Unit/Villa. Sq.Mtrs;

(the layout plan of the said Unit/Villa is annexed herewith as **Annexure- III** and more particularly described in the **Schedule-B** attached herewith and hereinafter referred to as the "Unit/Villa").

R. 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(s) hereby agrees to purchase the Unit/Villa.

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

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the said Villa(s)/Unit(s) as more specifically given in Schedule- B hereunder.

1.2 The Basic Sale Consideration of the said Villa/Unit is more fully described in **Part I of Schedule C** hereunder (Total Price). In addition to the Basic Sale Consideration for the said unit/villa, the Allottee(s) shall also pay to the Promoter, as and when demanded by the Promoter, the extra charges , which are also described in **Part I of Schedule C** hereunder (collectively Extra Charges)

1.3 The Basic Sale Consideration of Unit/Villa above includes the booking amount paid by the Allottee(s) to Promoter towards the Unit/Villa as mentioned in **Part I of Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Basic Sale Consideration of Unit/Villa, shall be paid by the Allottee(s) in addition to Basic Sale Consideration of Unit/Villa as per this Agreement.

1.4 The Basic Sale Consideration of Unit/Villa above does not include stamp duty, registration charges and any other charges applicable and payable at the time of registration of this Agreement, provisional patta etc., in respect of the Unit/Villa, which shall be exclusively borne and paid by the Allottee(s). Further, in addition to the Basic Sale Consideration of Unit/Villa, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Project Land as and when demanded by the Promoter. In case, any expenses relating to issuance of patta in respect of the

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Unit/Villa are borne by the Promoter, the Allottee(s) shall be liable to pay the same to the Promoter within 15 days from the intimation of the same by the Promoter.

In addition to the basic sale consideration, Allottee(s) shall be liable and responsible to pay all taxes, including but not limited to GST and cess or any other similar taxes which may be levied, in connection with the construction of the project/unit/villa.

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

1.5 The Promoter shall periodically intimate to the Allottee(s) the amount payable as stated in payment plan given in **Part III of Schedule C** and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in **Part III of Schedule C**. In addition, the Promoter shall provide to the Allottee(s) the details of changes/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.6 The Basic Sale Consideration of Unit/Villa 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, Promoter shall enclose the said notification/ order/ rules/regulations to that effect along with the demand letter being issued to the Allottee(s).

Provided that if there is any new imposition or increase in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.7 As mentioned above, Promoter has already received booking amount of Rs./- (Rupees) from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottee(s)

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agrees and undertakes to pay the balance amount as described and set out in **Part III of Schedule C** strictly in accordance with the Payment Plan.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any due under this Agreement.

- 1.8 The Promoter shall not make any new additions and alterations in the Approved Plans of Project without the previous written consent of the 2/3rd of Allottee(s) of Unit/Villas the Project. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

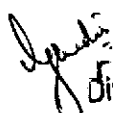
However, buyer has given his irrevocable consent to the promoter for any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Villa, plot or Project, as the case may be, if required, as per applicable laws after obtaining relevant approvals from the concerning authorities.

- 1.9 Subject to clause 10, Promoter agrees and acknowledges that after the issuance of patta from JDA in favour of the Allottee(s), the Allottee(s) shall have exclusive ownership of the Unit/Villa and the right to use the common areas in the Project without causing hindrance to others. The computation of the price of the Unit/Villa includes recovery of price of land of Unit/Villa, internal development charges, external development charges, and all other facilities to be provided within the Project.

- 1.10 The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project with prior appointment.

- 1.11 The Allottee(s) agrees and understands that except as expressly provided in Para Q hereinabove; 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.

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- 1.12 The Allottee(s) hereby agrees and acknowledges that notwithstanding anything mentioned in this Agreement, the Promoter shall not be under any obligation to provide any development and/or services and/or facilities, except as specifically mentioned in this Agreement.
- 1.13 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit/Villa to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the unit/villa to the Allottee(s), Promoter agrees to be liable, even after the transfer of the Unit/Villa, 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.
- 1.14 The Promoter agrees to abide by the terms and conditions as provided in the approved Layout Plan of the Project, as enclosed hereto, pertaining to the construction of roads, open spaces and provision for essential services within the time period prescribed, subject to the Applicable Laws.
- 1.15 The Allottee(s) may obtain finance from any financial institution/Bank or any other source but the Allottee(s) obligation to purchase Unit/Villa or payoff any dues/installments pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance and the Allottee(s) shall remain bound under this Agreement whether or not he/she/it has been able to obtain finance of the purchase of the Unit/Villa.
- 1.16 That the Project shall always be known as "**NIKUNJ VILLAS**" Phase -1 and the name of the Project shall not be changed except with prior written consent of the Promoter.
- 1.17 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past present and future project or any other product at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Promoter.
- The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay payment charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards delay payment charges as aforesaid may be reduced when mutually agreed to between the promoter and the Allottee(s).

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the **Part III of Schedule C** through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Kedia Builders and Colonizers Private Limited payable at Jaipur. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

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 Promoter with such permission, approval which would enable 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 Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep 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 Promoter 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(s) and such third party shall not have any right in the application/allotment of the

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Unit/Villa in any way and Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

- 4.1 The Allottee(s) hereby authorizes Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit/Villa, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1 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 as extended as per the Applicable Laws and towards handing over the Unit/Villa to the Allottee(s).

Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Basic Sale Consideration of Unit/Villa and other/extra payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

6. CONSTRUCTION OF THE PROJECT

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the project and accepted the floor plan, payment plan and the specifications, 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 procedure agreed under clause 1.8 of this agreement, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. CONVEYANCE AND POSSESSION OF UNIT/VILLA:

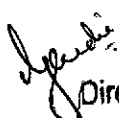
- 7.1 **Schedule for possession of the Unit/Villa** – Promoter agrees and understands that timely delivery of possession of the Unit/Villa to the

Allottee(s) is the essence of the Agreement. Similarly, the Allottee(s) understand that the timely payment of Basic Sale Consideration of Unit/Villa and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Basic Sale Consideration of Unit/Villa and other amounts by the Allottee(s) as per this Agreement, the Promoter assures to handover possession of the Unit/Villa on or before 31.12.2022. The Promoter shall issue a provisional patta/possession letter in the standard format prescribed by the concerned authority, unless there is delay or failure due to Force Majeure. If, however, the completion of Project is delayed due to the force majeure then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Villa and Promoter shall not be liable to pay any penalty/interest/compensation during such force majeure, provided that such force majeure 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 Promoter to implement the Project due to force majeure, which shall be assessed by Promoter, the Promoter shall, inform the Allottee(s) about such impossibility along with notice of termination of the allotment and upon termination of this Agreement, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2 Procedure for execution of patta of the Unit/Villa and taking possession-

Subject to receipt of entire Basic Sale Consideration and other amounts as specified under this Agreement in respect of the Unit/Villa, the Promoter shall vide written intimation ("**Provisional Patta/Possession Letter**") offer in writing the possession of the Unit/Villa, to the Allottee(s) in terms of this Agreement. Subsequent to the issuance of the Provisional Patta to the Allottee(s) by the Promoter, the Allottee(s) shall obtain the lease deed (patta) in respect of the Unit/Villa from JDA for the conveyance of title of the Unit/Villa in favour of the Allottee(s) at his/her/its own cost and expenses after paying all dues within 3 months from the date of offer of possession, failing which the Promoter shall have the option to cancel allotment and forfeit Earnest Amount, taxes, duties, cess, etc. paid to concerned department in respect of the Unit/Villa. 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, which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the control of Promoter and/or on account of any default/delay on the part of the

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Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.

The promoter shall not be responsible for any damaged caused to the villa/unit on account of delay on the part of the allottee(s) in taking over possession and in such event.

7.3 Handing Over of Common Areas and Documents: It shall be the responsibility of Promoter to handover the necessary documents and plans to the Allottee(s)/owners/Residents' Association in accordance with the Act and other Applicable Laws.

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

Provided that in case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit/Villa and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit/Villa, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by Promoter to the Allottee(s) without any interest after the sale of Unit/Villa to a new Allottee(s)/buyer, from the amounts realised from the such new Allottee(s)/buyer.

Cancellation by Allottee(s) after Completion Certificate – Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of completion certificate of the Said Project, the Promoter shall be entitled to forfeit twice the Earnest Amount, 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 Delay Payment Charges 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 from the amount realized from the such new allottee/buyer.

7.5 Compensation: The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project Land, on which the Project is being developed, in the manner as provided under the Act and the claim for the interest and compensation under this clause shall not be barred by limitation provided under any law for the time being in force.

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7.6 The Allottee(s) shall be liable to pay from the date of issuance of Provisional Patta, property-tax, or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority. If 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 Promoter within 15 days from the date of notice in this regard from Promoter, failing which, Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which 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.

8. ELECTRICITY AND WATER CONNECTION

The Allottee(s) shall be responsible for obtaining independent electricity and water connection for the Unit/Villa from concerned department by paying connection charges/fixation charges/ security deposit and any other charges as may be demanded by such department.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) Promoter has absolute, clear and marketable title with respect to the Project Land and the Promoter has requisite rights to carry out development upon the Project Land of 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.
- (iv) There are no litigations pending before any Court of law with respect to the Project, Project Land or the Unit/Villa.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit/Villa are valid and subsisting and have been obtained by following due process of law. Further, Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project and Unit/Villa.
- (vi) 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) Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Project and the Unit/Villa which will, in any manner, affect the rights of Allottee(s) under this Agreement, except other than as mentioned in this Agreement.

- (viii) Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit/Villa to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) The Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Villa to the Allottee(s).
- (x) The Project Land is not the subject matter 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 Project Land.
- (xi) 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 Project Land to the competent authorities till possession of the Unit/Villa.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property has been received by or served upon Promoter by which rights of Allottee(s) in respect of the Project Land/ Project and/or Unit/Villa is being affected.
- (xiii) Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit/Villa, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide possession of the Unit/Villa to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

10.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, Promoter shall correct the situation by completing the development and only

thereafter the Allottee(s) shall 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 Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit/Villa, along with interest calculated at Interest Rate within forty-five (45) 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 Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit/Villa, which shall be paid by Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

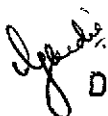
10.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) 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) under Clause 10.3 (i) above continues for a period beyond 1 month after notice from the Promoter in this regard;
- (iii) after the issuance of Provisional Patta as per Clause 7.2, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in taking possession of Unit/Villa within 3 months from the date of offer Provisional Patta;
- (iv) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (v) Violation of any of the Applicable Laws on the part of the Allottee(s).

10.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 10.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 10.3(i) 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;
- (ii) Upon occurrence of event of default mentioned in Clause 10.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;

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(iii) Upon occurrence of event of default mentioned in Clause 10.3(iii), (iv), (v) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 10.4; (ii) Further in case of event of default under Clause 10.3(iii), till the time Promoter exercises the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 10.4 (i); and (b) taxes mentioned in Clause 7.6; (c) to refuse possession of Unit/Villa to the Allottee(s) till payment of amounts mentioned Clause 10.3(iii) (d) recover maintenance charges from the date of offer of possession and Allottee(s) hereby authorizes the Promoter for the same.

(iv) The rights and remedies of 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.

10.5 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/Villa. The Promoter shall be entitled to sell the Unit/Villa to any other person or otherwise deal with the Unit/Villa 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 after the sale of Unit/Villa to a new Allottee(s)/buyer, from the amounts realised from the such new Allottee(s)/buyer:

- (i) The Earnest Amount;
- (ii) any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit/Villa;
- (iii) The interest and delay payment charges paid/payable by the Allottee(s) to the Promoter as per Clause 10.4(i) and/or 10.4 (iii), if applicable;

10.6 Without prejudice to the rights of 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.

11. MAINTENANCE OF THE PROJECT:

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- 11.1 The Promoter itself or through its maintenance agency will maintain the common areas of the said project in maintenance charges of Rs.50,000/- Rupees Fifty Thousand only) for two years, which shall be payable by the Allottee(s) to the Promoter at the time of possession;

During this tenure the Allottee(s) further agrees and undertakes to be bound from time to time sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Maintenance Society/Service Company, for the purpose of framing rules for (a) management, maintenance and operation of the project, (b) use of premises by the assignees/ occupants and (c) for ensuring safety and security of the purchasers/occupants and the project. Allottee(s) hereby agrees and confirms not to raise any disputes in the future against the OWNER/DEVELOPER/Maintenance Society/Service Company in this regard.

It is further expressly understood that the OWNER/DEVELOPER shall not in any manner be accountable, liable or responsible to any person including the Purchaser and/or Association for any act, deed, matter or thing committed or omitted to be done by the Service Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such management, maintenance and operation of the project.

- 11.2 That the Promoter shall enable the formation and the Allottee(s) shall participate in the formation of a Owners/Residents' Association of Allottee(s)/Buyer(s) of the Unit/Villas in the Project as per Applicable Laws with the main object to take over the responsibility of maintenance/management of common areas in the Project. The occupants of the Project shall become members of the Resident's Association. The Allottee(s) agrees and undertakes to abide by and comply with the By-Laws and rules and regulations of such Resident's Association. Upon takeover of maintenance of common areas in the Project by the Residents' Association, it shall be the sole responsibility of such Residents' Association to take care of common areas in the Project. However, until the takeover of maintenance of common areas in the Project by the Residents' Association, the Promoter itself or through maintenance agency shall maintain the common areas in the Project at the charges mentioned hereinabove and shall have all the rights and authorities of the Resident's Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the common areas in the Project. In case the Promoter appoints any maintenance agency for the purposes of providing the maintenance services in respect of the common areas of the Project, then every Allottee(s)/buyer(s) shall enter into a maintenance

agreement with such agency within 30 days of the appointment of the maintenance agency. Every Allottee(s)/buyer(s) shall be bound by the terms of the agreement and shall be responsible and liable to make timely payment of the maintenance charges in accordance with the agreement. During this tenure the Purchaser further agrees and undertakes to be bound from time to time sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the OWNER/DEVELOPER/Maintenance Society/Service Company, for the purpose of framing rules for (a) management, maintenance and operation of the project, (b) use of premises by the assignees/ occupants and (c) for ensuring safety and security of the purchasers/occupants and the project. The Purchaser hereby agrees and confirms not to raise any disputes in the future against the OWNER/DEVELOPER/Maintenance Society/Service Company in this regard.

11.3 Upon takeover of maintenance of common areas in the Project by the Residents' Association, the Residents' Association will remain responsible for maintenance, repairs, safety and security of such common areas.

11.4 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the By-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. Upon takeover of maintenance of common areas in the Project by the Residents' Association, it shall be the sole responsibility of the Residents' Association, to maintain the common areas in the Project and to determine from time to time the rate and amount of combined expenses and outgoings for the common areas in the Project recoverable proportionately from the Allottee(s) and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Residents' Association, from time to time & regularly.

11.5 The Allottee(s) hereby agrees that his/her right to the use of common areas in the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Residents' Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Residents' Association from time to time.

11.6 Allottee(s) shall be bound by all the terms and conditions of the By-Laws, maintenance agreement and any other agreement entered by the Residents' Association and any decisions taken by the Residents' Association as per its By-Laws.

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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 (5) years by the Allottee(s) from the date of handing over possession or deemed date of possession, whichever is earlier, it shall be the duty of the promoter to rectify such defects without further charge, within thirty (30) 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. However, in case any damage to the unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage due to force majeure shall not be covered under defect liability period.

13. INDEMNIFICATION

13.1 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 (1) any of the provisions/covenants of this Agreement and/or (2) any representation of warranties or covenants of the Allottee(s) being false or incorrect and/or (3) 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 (4) termination of this Agreement by the Allottee(s) without any default/delay on the part of the promoter and/or (5) due to failure of the Allottee(s) to execute and deliver this Agreement to the promoter within the time and/or (6) due to failure or the Allottee(s) to appear before the sub-registrar for the registration of this Agreement and/or (7) termination of this Agreement by the promoter due to any default/delay on the part of the Allottee(s).

13.2 The parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

13.3 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.

14.SPECIFIC PERFORMANCE

14.1 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.

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

- (i) That the Allottee(s) hereby declares that he/she has gone through all the documents related to the ownership and possession of Promoter's title to the Project Land and has expressly understood the contents, terms and conditions of the same and after being fully satisfied has entered into this Agreement.
- (ii) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/Villa/ Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endusers / family members of the Allottee(s), as the said obligations go along the Unit/Villa for all intents and purposes.

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

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit/Villa under this Agreement, in case the Promoter raises finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project Land, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit/Villa under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit/Villa and the Unit/Villa shall be free from all encumbrances at the time of registration of lease deed/patta of the Unit/Villa. For the purpose of the same, the Promoter shall provide NOCs etc. as may be required by the Allottee(s).

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 30 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the

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same before the concerned 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 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/allotment of the Allottee(s) 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, after deducting charges for preparation of this Agreement, postal cost, advocate fees, etc.

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/Villa.

20. RIGHT TO AMEND:

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

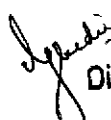
21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S):

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit/Villa and the Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit/Villa, in case of a transfer, as the said obligations go along with the Unit/Villa for all intents and purposes.

22. BROKERAGE:

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

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23. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Promoter shall be solely entitled to refund of all amounts paid by the Promoter to various authorities in respect of the Project.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 Promoter may, at least on its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s)s.
- 24.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

26. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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. NOTICES:

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by registered post A.D. or speed post A.D. to the Party at their respective addresses as specified below:

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Promoter	Allottee(s)
Gaurav Kedia Ground Floor, A-6 to A10, Shyam Nagar, Benad Road, Jhotwara, Jaipur, Rajasthan-302012	

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

28. JOINT ALLOTTEE(S):

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

29. SAVINGS:

Any application, letter or any other document signed by the Allottee(s) in respect of the Unit/Villa prior to execution and registration of this Agreement for Unit/Villa shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made there under.

30. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

31. DISPUTES:

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

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IN WITNESS WHERE OF the 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(s) in the presence of witnesses on

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature	Signature	Signature
(Name) (First-Allottee)	(Name) (Second-Allottee)	(Name) (Third-Allottee)

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

1.1 PROMOTER/DEVELOPER/SELLER	
For and on behalf of M/S KEDIA BUILDERS AND COLONIZERS PRIVATE LIMITED	
Name:	
Signature:	Photo
Designation: Authorized Director	

WITNESSES
1- Signature

Name
Address
2- Signature
Name
Address

SCHEDULE-A
(Description of Project Land)

Name of Revenue village and Tehsil	Khasra No.	Area
Village Kanakpura Tehsil and District Jaipur, Rajasthan	231/6 233/5	7 Bigha
	Phase-1 Area	16061.99 square meters

2. The piece and parcel of the Unit/Villa of land in site is bounded on the: -
 In North: As per the Site Plan
 In South: As per the Site Plan
 In East: As per the Site Plan
 In West: As per the Site Plan

And measuring (Average Width and Average Depth)
 North to South: As per the Site Plan
 East to West: As per the Site Plan

3. Latitude/ Longitude of the end points of the Project
 In North: As per the Site Plan
 In South: As per the Site Plan
 In East: As per the Site Plan
 In West: As per the Site Plan
 4. Other details of the location of the Project: Situated at Village Sirsi, Jaipur
 5. Location Map: At RERA Rajasthan Site

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SCHEDULE B

(Description of Villa/Unit)

- (i) Villa/Unit No.:
- (ii) Type: Villa
- (iii) Carpet Area: Sq Mtrs
- (iv) Built up Area: Sq Mtrs
- (v) Parking Allotted: **As Per Bye Laws**

Note: Before the applicability of RERA Act, immovable properties were generally sold on super built up area basis. It is now very difficult for the Allottee(s) to compare between the Villa(s)/Unit(s) sold on Super Built up Area and the Villa(s)/Unit(s) being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of RERA Act, Super Built up Area of the said Villa(s)/Unit(s) is being provided. The super built up area has no commercial bearing, consideration of the said Villa(s)/Unit(s) is dependent on Carpet Area & exclusive balcony or verandah is not dependent on Super Built up Area of the said Villa(s)/Unit(s).

SCHEDULE-C

PART-I

(Total price of the Unit/Basic Sale Consideration)

The basic Sale Consideration/total price of the said unit/villa is as follows;

The basic sale price of the said unit/villa is Rs...../-

Maintenance Charges extra for two years is Rs.-/-

SCHEDULE-C

PART-II

(Details of booking payment)

Cheque/UTR No.	Dated	Amount in Rs.(inclusive of GST)	Bank and Branch

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SCHEDULE-C
PART-III
(Payment schedule/Plan)

INSTALLMENT NUMBER	DESCRIPTION OF WORK	DUE PAYMENT/INSTALLMEN T
FIRST	AT THE TIME OF BOOKING/ALLOTME NT	10% OF AGREEMENT VALUE
SECOND	AT START OF WORK/EXCAVATION	20% OF AGREEMENT VALUE
THIRD	ON COMPLETION OF PLINTH	20% OF AGREEMENT VALUE
FOURTH	ON CASTING OF GROUND FLOOR ROOF	15% OF AGREEMENT VALUE
FIFTH	ON CASTING OF FIRST FLOOR ROOF	10% OF AGREEMENT VALUE
SIXTH	ON COMPLETION OF INTERNAL PLASTER/DOOR FRAMES	10% OF AGREEMENT VALUE
SEVENTH	ON COMPLETION OF EXTERNAL PLASTER	10% OF AGREEMENT VALUE
EIGHT	ON OFFER OF POSSESSION+OTHER CHARGES (OC) AS OR IF APPLICABLE	5% OF AGREEMENT VALUE + OC
	TOTAL	100%

Note-

- I. Amount reflected above is exclusive of GST/VAT, interest, and stamp duty and registration charges, the rates of all buyer (s) governmental duties are applicable as per the governing rates as per the governmental rooms.
- II. Payment is always subject to realization of cheque/demand draft.
- III. The Promoter offers various payments and the Allottee(s) has the option to choose the plan he wishes to opt as per his convenience.
- IV. In case of any levy of EDC (including as revised from time to time) or imposition of IDC or other charges or levies that were not applicable at the time of making the application for allotment but became subsequently

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applicable, such EDC or IDC or other charges, shall be applicable to and be paid by the Allottee on a pro-rata basis, the amount for which shall be calculated by the company.

SCHEDULE-D

(Details of development works to be undertaken in respect of the Project)

Development works to be undertaken in respect of the project as per Township Policy, 2010.

SCHEDULE-E

(Detailed plan of development works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in the said project,

- I. Water supply-** the government of raj is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.
- II. Emergency evacuation services** – It will be provided in the said project as per NBC guidelines of appropriate width.
- III. Electrical supply** – electricity/power shall be supplied by JVVNL.
- IV. Sewerage line** - the promoter proposes/has installed proper sewerage lines as per norms of the local authority.

SCHEDULE-F

SCOPE AND MEANING OF MAINTENANCE

1. All costs of maintenance, operating, replacing, white washing, rebuilding, construction, decorating, re-decorating and lighting for common areas and also the other wails of the building and parking spaces.
2. The salaries, perquisites and allowances on all persons employed for the aforesaid purpose.
3. All charges and deposits for supplies utilities.
4. Cost and charges of establishment of maintenance of the building and for watch the ward staff.
5. The office expenses incurred for maintaining the office for maintenance of common area.
6. All other expenses and outgoing as are deemed by the seller/maintenance agency to be necessary of incidental and to for regulating interest and the right of the buyers.

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7. Lighting and scavenging of common area such as corridors, passages, halls, lobbies, staircases, roofs, basements, shaft and the precincts.
8. Services of plumber to attend leaking pipes. Cistern, choked pipes, and siphon defects etc.
9. Maintenance of the common bathrooms/toilets.
10. Horticultural work.
11. Maintenance of the fire-fighting equipments. (if any)
12. Repaid and replacement of necessary, of capital, equipments and installations like submersible pumps, electric, cables, pipes swear line, water mains, main water tanks, panels, main holes etc.
13. Cleaning and up keeping of the common areas.
14. Payment of consumption expenses of electricity, water and other consumables pertaining to common areas.
15. To pay expenses, in case any additional facility/services of common use of residents area required to be installed in proportion as may be decided by the seller maintenance agency.
16. No capital expenditure to be borne in maintenance.

Annexure-I
Site Layout Plan of the Project
(Attached)

Annexure-II
Copy of Conversion Order
(Attached)

Annexure- III
Layout Plan of Units/Villas
(Attached)

FOR REFERENCE

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