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INDIA NON JUDICIAL

Government of Rajasthan

e-Stamp

NOTARY
Murad Ali Sheikh
(Advocate)
Distt. JAIPUR (Raj.)
Reg. No. 11739
GOVT. OF INDIA

Certificate No.	:	IN-RJ33072094092673Q
Certificate Issued Date	:	04-Jul-2018 01:21 PM
Account Reference	:	NONACC (SV)/ rj3085004/ JAIPUR/ RJ-JP
Unique Doc. Reference	:	SUBIN-RJRJ308500457576043866253Q
Purchased by	:	CARNATION DEVELOPERS PRIVATE LIMITED
Description of Document	:	Article 4 Affidavit
Property Description	:	Rajasthan
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CARNATION DEVELOPERS PRIVATE LIMITED
Second Party	:	Rera
Stamp Duty Paid By	:	CARNATION DEVELOPERS PRIVATE LIMITED
Stamp Duty Payable (Rs.)	:	50 (Fifty only)
Surcharge for Infrastructure Development (Rs.)	:	5 (Five only)
Surcharge for Propagation and Conservation of Cow (Rs.)	:	5 (Five only)
Stamp Duty Amount(Rs.)	:	60 (Sixty only)

CARNATION DEVELOPERS PVT. LTD.
AUTHORISED SIGNATORY

CARNATION DEVELOPERS PVT. LTD.
AUTHORISED SIGNATORY

ATTESTED
NOTARY PUBLIC
Distt. JAIPUR (Raj.) INDIA
9 JUL 2018

TQ 0002476076

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Declaration Regarding Agreement for Sale

We, **Ajay Kumar Agarwal** Son/~~Daughter/Wife~~ of **Mukut Bihari Agarwal** aged **52** R/o **E Space -196, Nirvana Country South City 2, Islampur (97), Farrukhnagar, Gurgaon , Hryana- 122018** promoter of the proposed Project/ duly authorized by the promoter of the proposed project

AND

Rajat Singhal S/o **Surender Kumar Singhal** aged **31** R/o **House No-E-127, Vikram Chouk, Harchanpur, Bhiwadi Ind. Area, Alwar, Rajasthan-301019** promoter of the proposed Project/ duly authorized by the promoter of the proposed project

We do hereby solemnly declare, undertake and state as under

1. That the Agreement for Sale/Builder buyer agreement of our Project **"KRISH CITY HEIGHTS- EWS B & C"** is in accordance to the Form-G of Rajasthan Real Estate (Regulation &Development) Rules, 2017.
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That if any contradiction arises in the future **Carnation Developers Private Limited** The Deponent will be Responsible for it.

For **Carnation Developers Private Limited**

CARNATION DEVELOPERS PVT. LTD.

AUTHORISED SIGNATORY

RAJAT SINGHAL

(Authorised Signatory(S)

CARNATION DEVELOPERS PVT. LTD.

AUTHORISED SIGNATORY

AJAY KUMAR AGARWAL

(Authorised Signatory(S)

ATTESTED

NOTARY PUBLIC
Distt. JAIPUR (Raj.) INDIA
- 9 JUL 2018

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FORM-G

[see rule 9]

Agreement for Sale

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



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

By and Between

[if the promoter is a company]

M/s. **Carnation Developers Private Limited** (CIN No. U45201DL2010PTC253739) a Company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at 203, Caxton House 2E Jhandewalan Extension New Delhi- 110055 and its PAN is AAECC0794Q, represented by its authorised signatory..... authorised vide board resolution dated ..... and M/s Narmada Asbestos Pipes Private Limited (CIN No. U26956DL2006PTC257213) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at 203, Caxton House 2E Jhandewalan Extension New Delhi- 110055 and its PAN is AACCN2762R hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

[if the allottee is an individual]

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

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OR

[if the allottee is a partnership firm]

M/s ..... a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at .....(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated ..... passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

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

or

[if the allottee is HUF]

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

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

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) **"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 The Rajasthan Urban Improvement Act, 1959, Rajasthan

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Director

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Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017, Greater Bhiwadi Building Bye – Laws, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project/Whole Project.

c) **"BUILT-UP AREA"** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;

d) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

Explanation.— For the purpose of this clause, the expression "**exclusive balcony or verandah area**" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

e) **"ARCHITECT"** shall mean, M/s. Shilpkaar Architects Private Limited, Bhiwadi and/or such other 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) **"APARTMENT"** shall mean a space in the Said Project/Whole Project intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project/Whole Project.

g) **EARNEST AMOUNT** shall mean 10% of the Total Price of the Unit.

h) **"BUILDING"** shall mean the building No./Tower No._____ in the Said Project where the Allottee(s) has been allotted his "Unit".

i) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.

j) **"ALLOTTEE(S)"** means and includes:

i) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);

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ii) 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;

iii) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and

iv) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);

k) **"COMMON AREAS AND FACILITIES OF THE SAID PROJECT"** means such common areas, facilities, equipments and spaces which are to be developed within the Said Project and more particularly detailed in the Part- III of Schedule- 1 attached hereto.

l) **"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.

m) **"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. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

n) **"WHOLE PROJECT"** shall mean the residential project comprising of flats, parking facility, club house, other amenities and facilities etc. constructed / to be constructed in different phases upon the Scheduled Land and named as "**Krish City Heights- EWS B & C**".

o) **"SAID PROJECT"** shall mean part of the Whole Project, being constructed and developed upon the Project Land and comprising of group housing flats, Common Areas and Facilities of the Said Project, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto."

p) **"SUPER BUILT UP AREA"** includes area of rooms, kitchen, balcony/ verandah, toilet, walls & proportionate common area of each Building permissible under the provisions.

q) "Interest" means the interest payable at the rate specified in rule 17 of the rules;

r) "Para" means a Para of this Agreement;

s) "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;

t) "Regulation" means the Regulation made under the Act;

u) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

v) "Schedule" means the Schedule attached to this Agreement; and

w) "Section" means the section of the Act.

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(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 Nos. 503, 517, 519, 521, 522, 524, 530, 531, 533-538, 540-542, 694/532, 906/622, 520, 539 of the Village Tapukara situated in Tehsil Tijara, District Alwar, State Rajasthan and Khasra Nos. 905/622 of Village Dhiriyawas situated in Tehsil Tijara, District Alwar, State Rajasthan with a total area admeasuring of **144760.57** square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from many different people as stated in the Lease-deeds mentioned below in the names of Carnation Developers Private Limited & Narmada Asbestos Pipes Private Limited:

Lease-deed date	Registration date	Sub-Registrar office	Book No.	Volume No.	Page No.	Fee Serial No.	Area in sq mtr.	Name
01.12.2010	03.12.2010	Tapukara	1	36	96	806	15306.61	Narmada Asbestos Pipes Private Limited
31.05.2011	02.06.2011	Bhiwadi	1	349	106	2011001906	72500.69	Carnation Developers Private Limited
08.02.2013	15.02.2013	Tapukara	1	51	48	201300248	25814.74	Carnation Developers Private Limited
24.10.2013	24.10.2013	Tapukara	1	58	10	2013001610	25830.06	Carnation Developers Private Limited & Narmada Asbestos Pipes Private Limited
23.12.2016	12.01.2017	Tapukara	1	83	154	2017000017	6691.62	Carnation Developers Private Limited
TOTAL AREA							**146143.72**	

C. the said land is earmarked for the purpose of Residential (commercial/residential/any other purpose) project, comprising 260 units multi-storied apartment buildings and in G+4 structure [insert any other components of the Projects] and the said project shall be known as "KRISH CITY HEIGHTS- EWS B & C" ("Project").

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

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

E. the Office of the Urban Improvement Trust, Bhiwadi has granted the commencement certificate to develop the Project vide its approval number 1234-35/14 dated 23.06.2014; The amended approval date is_____.

F. the Land is free from all encumbrances.

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G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "KRISH CITY HEIGHTS - EWS B & C", (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring **144760.57** square meters situated at Khasra No's. 503, 517, 519, 521, 522, 524, 530, 531, 533-538, 540-542, 694/532, 906/622, 520, 539 of Village Tapukara, Tehsil Tijara, District Alwar and Khasra No 905/622, of Village Dhiriyawas, Tehsil Tijara, District Alwar and latitude & longitude of the end points of the Project location details are fully described in the Schedule-I.

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

I. the site plan of the Project whole Project) has been sanctioned vide No. 1234-35/14 dated 23.06.2014 by the Office of Urban Improvement Trust, Bhiwadi, The amended approval date is_____

J. approval of specifications of the Project and permission of building construction upto 25.91 meters height (4 floor) under the relevant legal provisions has been accorded by the Urban Improvement Trust. Whereas the approval of height above 25.91 meters is still pending from Government of Rajasthan.

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

K. the details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-3.

L. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

Fire-Fighting Facilities	As per the architect drawing
Drinking Water Facilities	WTP Plant as per the architect drawing
Emergency Evacuation Services	As per the architect drawing
Use Of Renewable Energy	Not Applicable

M. the details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

a) Boundary Wall with Concertina wire
b) G+4 Lift Service
c) Wide Road
d) Sewage Treatment Plant

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e) Water Treatment Plant
f) Electric Substation
g) U.G. Tank
h) Visitors Parking
i) Guarded Main gate

N. the details of other external development works to be taken for the Project are as under:- Management will decide in future after the completion of Phase-I.

O. the details of specifications of material used in construction are as under :-

Cement	ISI PPC/OPC Cement of reputed brand
Steel	Fe 415 TMT ribbed steel of reputed brand
Bricks	Mud or Natural Bricks/ ACE Blocks
Concrete	Stone dust, Grit/Coarse sand and fine sand etc.
Electrification	Wires, Switches etc.

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

Stage	Date by which the works are proposed to be completed	Details of works to be completed
Tower - T-2		
	160 Units Completed and available for ready to move	
Tower - T-1 & T-3		
1	As per the booking	Booking Amount
2	As per the booking	Within 30 Days of Booking
3	April 2016 (28.04.2016)	On Commencement of Construction
4	October 2016	On Casting of ground Roof
5	March 2017	On Casting of First Floor Roof
6	September 2017	On Casting of Second Floor Roof
7	March 2018	On Casting of Third Floor Roof
8	September 2018	On Casting of Fourth Floor Roof
9	March 2019	On Brick Work
10	September 2019	On Completion of Internal Plaster
11	March 2020	On Completion of External Plaster
12	June 2020	At The Time of Possession

* The above date are tentative schedule of the Construction. It may vary subject to the payment default made by the allottee(s).

P. temporary fire NOC for the Project has been accorded by the Nagar Parishad, Alwar vide No 1820 dated 08.09.2014.

Q. the Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date..... Not Applicable.

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R. Environmental Clearance from the department concerned has been obtained for the Project vide letter No. F1 (4)/SEIAA/SEAC-Raj/Sectt/Project/Cat. 8(b) B1 (1505/414)/14-15 dated 11.03.2016.

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

T. the Promoter has opened a separate bank account in Branch of SBI Bank, First India Place, MG Road, Gurgaon for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.

U. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to

purchase a Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

V. the Allottee has applied for an apartment in the Project vide application no. ..... dated ..... and has been allotted apartment no. ..... having carpet area of ..... square feet, type ....., on .... floor in [tower/block/building] no. ..... ("Building") along with garage/covered parking no. ..... admeasuring ..... square feet in the ..... [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.Note:Garage includes covered car parking/basement car parking/stilt car parking.

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 [Apartment] and the garage/covered parking (if applicable) as specified in para V.

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

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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 Apartment as specified in para 'U'.

1.2 The Total Price for the Apartment based on the carpet area is Rs. ..... (in words Rupees..... only) ("Total Price")

(Give break-up and description):-

Block/ Building / Tower no..... Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*
Price (in Rupees) Applicable taxes as per prevailing rates, viz GST, VAT, etc.	
TOTAL PRICE (in Rupees)	

* Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable. and (if/as applicable) Not Applicable

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

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Explanation:

i The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'U'.

ii The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/ to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

iii 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:

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

v 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;

vi The Total Price of Unit includes price of land, preferential location charges (PLC), if any, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said 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.

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1.4 As mentioned in para 'U' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. ...../- (Rupees ..... only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan particularly described in Part II of Schedule I.

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ without the previous written consent of the Allottee(s) and the Allottee(s) further hereby agrees that such consent shall not be unreasonably withheld. 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 the Act. The promoter has proposed to amend/ alter in the product type in the buildings of subsequent Phase and accordingly seeking alteration/ revision in the sanctioned plans with the authority. However, the proposed alteration/ revision will not impact in any way the development of the Said Project.

1.7 (Applicable in case of Apartment) The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate/completion certificate the granted by the competent authority, by furnishing details of the charges, 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 Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above. All these monetary adjustments whether refund or payment shall be made on the basis of Carpet Area plus the balcony area. Further carpet area shall be measured from brick to brick and balcony dimension shall be upto the outer edge of the balcony slab.

1.8 Subject to Term No. 9.3 the Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

i The Allottee(s) shall have exclusive ownership of the Apartment/ ;

ii The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of

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Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;

iii That the computation of the price of the Apartment includes recovery of price of land, preferential location charges (PLC), if any, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

iv The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment. To assess the extent of development of the Said Project and his Unit, the Allottee(s) may visit the Said Project. However, The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with open parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project will be developed in phases covering the 'said Land' and all the phases will be counted as a single project only. It is known and agreed by the Allottees that the construction of Project will be taken up in phases and the Allottee shall have no objection to the same. The Allottee is fully aware that during the course of construction there may be some unavoidable inconvenience to the residents who will shift into the complex prior to the completion of construction of the whole Project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project. The amenities will also be completed in phases only. The Promoter has informed the Allottee(s) and the Allottee(s) has agreed that the parking spaces are distributed in the Whole Project and shall be developed in phased wise manner. It may happen that in a Project there may not be sufficient parking spaces as compared to the number of Units developed in a particular Phase. In such a condition, the Promoter shall make temporary arrangements for parking the vehicles till the time permanent parking spaces are earmarked in subsequent phases. Further the Allottee(s) of the subsequent phases may also be earmarked parking space in the Said Project and the Allottee(s) shall not have any objection to this.

1.10 The Allottee(s) agrees and understands that except the Unit as described in Part - I of Schedule- 1 attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole 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

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applicable laws. Convenient shops, shops, food outlets/courts on the deck of the commercial space, ATM space, kiosk etc. built in any part of the Said Project/Whole Project shall be the exclusive property of the Promoter and he shall be free to deal with it.

1.11 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of 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 Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.12 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

1.13 The Allottee has paid a some of Rs.---------- (Rupees---------- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the 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).

Provided also that timely payment by allottee as per the payment plan is the essence of the contract. No claim shall lie against the Promoter in case there are delay in payment as per original payment schedule and the Promoter reserves the rights to cancel the allotment of the unit and forfeit 10% of the total cost of the unit plus interest and taxes, in case any payment as per the payment plan is not made by the allottee to the promoter as per the terms of this agreement.

2. MODE OF PAYMENT:

2.1 Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above only through demand draft(s) or through pay orders or A/c payee cheques issued by/drawn in favor of "Carnation Developers Private Limited" payable at Bhiwadi/Gurgaon/New Delhi. M/s Narmada Asbestos Pipes Private Limited have no objection with respect to the payment being received/to be received in the name of Carnation Developers Pvt. Ltd. The reverse of each cheque shall record the number of the Unit and name of the Allottee. For all payments, the date of clearance of the demand draft/pay order/cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for

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any reason shall entitle the Promoter to charge from the Allottee an additional amount of Rs. 300/- towards administrative handling charges.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

4.1 The Allottee(s) hereby authorizes the 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, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the 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 towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

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6.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit 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 Said 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 the procedure agreed under clause 1.6 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF SAID APARTMENT:

7.1 Schedule for possession of the Unit – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of the Said Project with all specifications, amenities and facilities of the Said Project in place on or before **June, 2020** including six months grace period, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the Said Project ("**Force Majeure**"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes 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 Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount (less taxes) received by the Promoter from the Allottee(s) with Interest within forty-five days from the date on which termination became effective subject to availability of funds in the designated Project Account and receipt of insurance of claim , if any. Further refund of taxes paid by Allottee shall be done only after reimbursement of such amount from the statutory body. 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 its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the completion certificate from the competent authority shall vide offer letter ("**Offer Letter**") offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 20 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues outstanding, interest, if any, maintenance, security, upfront

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maintenance charges etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Bhiwadi. After the expiry of 3 (Three) full calendar months from the date of issue of completion certificate i.e **Deemed Date of Possession** , the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Owners Association/ Maintenance Agency, as the case may be. The Promoter shall handover the copy of completion certificate of the Apartment/ Plot, as the case may be, to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter 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 controls of Promoter and/or on account of any default/delay on the part of the 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 damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

(i) **Failure of Allottee to take possession of Apartment**-Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ 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 Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

(ii) **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.3 Cancellation by Allottee (s)- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit 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 of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid

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by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 30 days from the date of resale/allotment of the Unit to the new Allottee.

7.4 **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 by the Promoter, 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 amounts realized from resale / allotment of the Unit to the new Allottee.

7.5 **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 Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ , with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Alloottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

7.6 In case the Allottee(s) is availing loan from any bank or financial institution, the conveyance deed of the Unit, in favour of the Allottee(s) shall be executed only, upon the Promoter receiving "No Objection Certificate" from such bank or financial institution and the conveyance deed shall be handed over to the lending bank or financial institution, as required by them.

7.7 The Allottee(s) shall be liable to pay from the date of offer of possession of Unit, house-tax, property-tax, or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built Up Area/Carpet Area of Unit.

7.8 The Allottee(s) shall be liable to pay from the date of Deemed Date of Possession or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax

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as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) proportionately. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

(ii) 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;

(iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iv) There are no encumbrances upon the said Land or the Project;

(v) The litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit are as follows. The land cases are not creating any obstruction for the project.

S.no.	Particulars of Cases	Court names with respect to Project Cases
1	Want Refund	Consumer Dispute Redressal Commision, Haryana, Panchkula
2	Want Refund	District Consumer Forum, Gurgaon
3	Want Refund	District Consumer Forum, Kashmiri Gate New Delhi
4	Want Refund	District Consumer Forum, Alwar
	Want waiver of holding and accrued interest	District Consumer Forum, Alwar
5	Want Refund	Permanent Lok Adalat, Gurgaon
6	Issue of Parking.	State Consumer Dispute Redressal Commission, New Delhi

S.no.	Particulars of Cases	Court names with respect to Land Cases
1	Stamp duty matter	Rajasthan High Court
2	Measurement Case	ADJ 2, Tijara
3	Passage case	MJM, Tijara

(vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all

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times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

(vii) 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;

(viii) 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;

(ix) 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;

(x) 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;

(xi) 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;

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

(xiii) 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.

(xiv) The 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 in this Agreement, in any way and Promoter shall issue the payment receiptsin favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Promoter fails to provide ready to move in possession of the Unit 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 Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and as specified in Part- III of Schedule G and for which occupation certificate and

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completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five days of receiving the termination notice:

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

9.3 The Allottee(s) shall be considered 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 9.4 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;

(iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including delay payment charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;

(iv) after the issuance of Offer Letter 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 execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;

(v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);

(vi) violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned in Clause 9.3 above shall be as follows:

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(i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts computed at the Rate as defined above 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 9.3(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;

(iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 9.4 (i) and (b) recover maintenance charges from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Unit; (d) taxes mentioned in Clause 7.7; (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

(iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the Promoter of its right of charging such charges or of the other rights mentioned in this Agreement.

9.5 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. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

i. The Earnest Amount;
ii. all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
iii. The delay payment charges paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/or 9.4 (iii), if applicable;

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

10. CONVEYANCE OF THE SAID APARTMENT/ POLT :

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10.1 The Promoter, on receipt of Total Price of the Apartment/ as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ together with proportionate indivisible share in common areas within three months from the date of issuance of the 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 withholdregistration 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 BUILDING/ APARTMENT/ PROJECT

11.1 The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the formation of RWA or 30 days from the date of giving due notice to the allottees to form RWA or taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance of 30 days has been included in the Total Price of the Apartment. It is clarified by the Promoter and Allottee(s) has also agreed that, in the absence of formation of RWA or till the date RWA does not take the responsibility of the Project, the below clauses will be applicable: That the Promoter may install additional equipments for power back-up facility common to all units in the project at additional installation cost to the Allottee, it is, however, agreed and accepted by the Allottee herein that the availability of the said power back-up facility shall be subject to payment of additional cost as may be determined by the Promoter and regular payment of charges towards the said facility. Further it is agreed by the Allottee that the said power back-up facility is an additional feature and the Allottee herein shall not claim any loss or damage, whether direct or consequential, from the Promoter in the event of default on part of the maintenance Agency/Associates of owners/any other company or body providing the same, to continue to provide the same.

11.2 It is also agreed by the Allottee that in the event the Allottee requires any further power back-up for its appliances/equipments, the Allottee at its liberty may install appropriate stabilizers/inverters/ Uninterrupted power supply, etc. units within the . It is agreed by the Allottees that the said power back-up facility shall be usage based and the Allottees shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance agency in providing the same. That the Allottee herein agrees and accepts that the Allottee shall not claim any loss or damage, whether direct or consequential, from the Promoter/ maintenance agency, in the event of low voltage, low frequency, inconsistent of non-availability of the same for reason beyond the control of the Promoter/ maintenance agency providing the same.

11.3 That one of the factors for the Allottee(s) to buy the Unit in Said Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Dream Real Home Services Maintenance Services, LLP ("Maintenance Agency"). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all

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modern equipments, amenities and facilities such as club house, swimming pool, gym, STP, Waste Management System, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee is aware that due to qualitative and cost effective maintenance of the Project, the Maintenance Agency is able to maintain the beauty and aesthetic look of the Project consistently which not only increases the life of the project but gives appreciation to the value of the project. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee understands that other Allottees have also booked/bought Units in the Project because of the above characteristics of Maintenance Agency Accordingly, the Maintenance Agency is being appointed to carry out the maintenance of the Said Project/Whole Project at competitive prices until its appointment is recalled and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution.

11.4 That for the operation of services and maintenance of the said Project, the Allottee agrees to pay to the maintenance agency nominated or appointed by the Promoter, proportionate monthly charges as determined, calculated on per sq.ft. basis by 7th day of every month. In addition, the Allottee agrees to pay to the maintenance agency, charges towards capital repairs/replacements, as determined from time to time. The maintenance agency shall also be at liberty to withdraw utilities and facilities like water supply, generator power, Garbage collection, etc. till the outstanding dues including interest, if any, are cleared.

11.5 That the Allottee shall before possession of the Unit deposit with the maintenance agency, an interest free maintenance security (IFMS) payable at the time of possession as per Maintenance Agreement and calculated at **Rs. 20/- (Rupees Twenty only) per square feet** of the super build up area as security of the due payment of his proportionate share of outgoing stated hereinabove.

12. DEFECT LIABILITY :

12.1 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 caused due to Force Majeure shall not be covered under defect liability period.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

13.1 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

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and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and 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. Without prejudice to the generality of the above, the Allottee agrees and undertakes that the Allottee shall not do or permit to be done, any of the following acts:- The Allottee(s) 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 Said Project/Whole Project, building therein or common areas.

15.3 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

15.4 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.

15.5 It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Owners Association would be free to restrict and

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regulate the entry of visitors into the Building/ Said Project/Whole Project.

15.6 To do anything in or about the said Unit which may cause or tend to cause damage to any flooring or ceiling or any part of the Unit or any Unit above/below or adjacent to Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

15.7 To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other common areas even if the entire floor/floors in any part of the Project are occupied by the Allottee.

15.8 It is hereby clarified that the Allottee of any Unit on the ground floor of any tower in the Project shall not have exclusive right over the lawn or any open space (or any other Common Area), attached/close to the Allottee's Unit, except where it has been expressly mentioned.

15.9 To enclose the balconies or any other open areas forming a part of the Unit, or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the Unit.

15.10 To make any alterations in any elevations and outside colour scheme of the expressed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Unit which in the opinion of Promoter differ from the colour scheme of the Project. It is hereby clarified that while the Allottee shall be free to decide on the interiors and the colour scheme thereof, the Allottee shall not change the colour and facade of exterior of the Unit as specified hereinbefore.

15.11 To put up any name or signboard, publicity or advertisement material outside the Unit or anywhere in the common areas without prior permission of the Promoter or their nominees in writing.

15.12 To cause noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags or garbage etc., anywhere save and except in areas/places specifically earmarked for the purposes in the Project.

15.13 The Allottee shall at the Allottee's own cost keep the said Unit in good and tenable condition, and repair and maintain the same properly. The Allottee shall also keep the inside of the Unit in a neat, clean and tidy condition. The Allottee will ensure that all dirt, garbage and waste is properly transported out in covered cans/bags,

15.14 To do, nor permit or suffer anything to be done in any manner to any part of the building, the staircase, lifts, shafts and common passages, compound or in which would expose the Project to any kind of risk or loss, whether physical, legal or otherwise be unbecoming of a building complex of the nature of the Project.

15.15 To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls

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slabs/concrete or other structural support. Further, no damage to the building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed / maintained.

15.16 To divide or sub-divide the Unit in any manner, which is at all times required to remain a single family Unit.

15.17 Store/stock/bring into/keep in the said Unit any goods/ material/fluid/chemical/substance of explosive/hazardous/ combustible / flammable nature or any act which has effect of doing so, either directly or through any of the Allottee's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring Units, and/or the assets of the other occupants or the equipments in the Project.

15.18 To do any act or omission, which may endanger the occupation of the other areas or be a source of nuisance to others.

15.19 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.

15.20 The Allottee(s) shall have no right of ownership in the common areas in the project and the Allottee(s) or any other person(s) claiming through him/her/them shall not be entitled to bring any action or claim for partition or division of the said areas and facilities or any part thereof in any manner whatsoever. The Allottee(s) shall have only the common right of ingress/egress over or in respect of open spaces and or of the common areas in project, such as, park, playground, etc.

15.21 The Allottee irrevocably agrees to abide by all rules and regulations framed or to be framed from time to time by the Promoter or the maintenance agency and generally do all and every act that Promoter may call upon the Allottee to do in the interest of the building and/or the project and the Allottee(s) of other units in the Building and/or the said project.

15.22 That the Promoter shall have the first charge and lien on the Unit to be acquired by the Allottee in respect of any amount liable to be paid by the Allottee under the terms and conditions of this Agreement and the maintenance agreement and the Allottee shall not sublet, transfer, assign, sell, part with possession or in any way dispose off the Unit or his interest therein or there under or get the name of his nominee substituted in his place without the prior written consent of the Promoter, who may at its sole discretion permit the same on such conditions as it may deem fit including payment of administrative / other charges. In case the Allotee sells his/her rights to any other party and apply for the transfer of the Unit in favour of the purchaser, the promoter will charge 2% of the basic cost of the unit as Transfer Charges and in case of Transfer after execution of conveyance deed / Sub-Lease Deed, it charge an amount of **Rs.10,000 as Administrative Charges.**

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

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

16.2 RWA/Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the Complex in future after conveyance of common areas in favour of Owner's Association. The Allottee and Allottees of other units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals shall not cast any liability on the Promoter.

17. ADDITIONAL CONSTRUCTIONS:

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

17.2 The Promoter has represented and the Allottee is aware that under the affordable Housing Policy, 2009 of the Rajasthan Government, the Promoter is required to construct houses for weaker section of the society so the Promoter has developed EWS/LIG Units on a portion of Entire Land. The Allottee is aware and accepts that there shall be certain utilities like STP, ESS which shall be common for all the Unit Holders of Whole Project and EWS/ LIG housing and shops and the Allottee does not have any objection with the same.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

18.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment / Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment / Building.

18.2 Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allotte(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all

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encumbrances at the time of registration of conveyance deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

19. BINDING EFFECT :

19.1 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 Tapukara/Bhaiwadi as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND :

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

21.2 It is made clear to the Allottee that if he demands for any amendment/modification in the documents regarding name, address, removal or addition of applicant or co-applicant, it shall attract charges of **Rs. 5,000 plus GST** as documentation and admin fees along with application.

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

22.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/ and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ , in

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case of a transfer, as the said obligations go along with the Apartment/ for all intents and purposes.

23. BROKERAGE:

23.1 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 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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.

24.3 That any delay by the Promoter in enforcing the terms of this Agreement or any forbearance of given time by the Promoter to the Allottee shall not be construed as a waiver on the part of Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice or limit the rights of the Promoter.

25. SEVERABILITY:

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

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

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

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27. FURTHER ASSURANCES:

27.1 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.

28. PLACE OF EXECUTION :

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

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(s), in 20 days after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at- Bhiwadi . Hence this Agreement shall be deemed to have been executed at Bhiwadi.

29. NOTICES:

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

M/s Carnation Developers Pvt. Ltd. and M/s Narmada Asbestos Pipes .Pvt. Ltd.	Allottee(s) name
Address: 221-223, 2nd Floor, Vipul Agora, MG Road, Gurgaon, HR-122001	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

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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.

30. JOINT ALLOTTEE:

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

31. SAVINGS:

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

32. GOVERNING LAW:

32.1 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.

33. DISPUTE RESOLUTION :

33.1 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.

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

33.2 In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

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

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

PROMOTER For and on behalf of M/s

Name
Signature
Designation
WITNESSES
1- Signature
Name

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Address
2- Signature
Name
Address

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SCHEDULE-1

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

Name of Revenue Village and Tehsil	**Khasra No.**	**Area (in Sq. meters)**
Village Tapukara situated in Tehsil Tijara, District Alwar, State Rajasthan	Khasra Nos. 503, 517, 519, 521, 522, 524, 530, 531, 533-538, 540-542, 694/532, 906/622, 520, 539	**144760.57**
Village Dhiriyawas situated in Tehsil Tijara, District Alwar, State Rajasthan	Khasra Nos. 905/622	

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

North : Others Land
South : Others Land
East : Others Land
West : Land of the project Krish City

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

In North ..... In South ..... In East .....
In West .....

4- Other details of the location of the Project 5- Location Map

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SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

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

SCHEDULE-4

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

SCHEDULE-5

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

SCHEDULE-6

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

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

SCHEDULE- D

Part-I

(Details of common areas, facilities and amenities of the Whole Project)

(i) The Scheduled Land

(ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings in Krish City Heights- EWS B & C;

(iii) the common terraces, parks, play areas, open parking areas and common storage spaces;

(iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;

(v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

(vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) all commercial units and commercial facilities as provided in Krish City Heights EWS B & C excluding commercial space/shop in the Club, Units which are covered in the definition of Apartment and available for sale;

(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

Carnation Developers Pvt. Ltd.

Director

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Part-II OF SCHEDULE D

(Details of common areas, facilities and amenities of the Said Project)

1. Project Land
2. PG Supply System
3. Sewer System
4. Water Supply
5. Electrical Supply
6. Fire Fighting System
7. Storm Water Drainage System

Carnation Developers Pvt. Ltd.
Director

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