

ALLOTMENT LETTER

Ref. No. _____

Date: _____

Mr. _____

Sub: Allotment of Commercial Unit No. _____ on Floor_____ in Block_____ in "GT GALLERIA" situated at Ashok Marg Nala, C-Scheme, Jaipur

Dear Sir/Madam,

We refer to your registration form dated _____, for allotment of a commercial unit in GT GALLERIA in Jaipur.

It gives us immense pleasure to inform you that you have been allotted Commercial Unit No. _____ on Floor _____ in Block_____ and which has a carpet area _____ Sq. Ft. and built-up area of _____ Sq. Ft.

In pursuance of the terms & conditions as laid down in the registration form the Total Price of the Commercial Unit is Rs. _____/- (Rupees _____ only). Other charges payable as per the installment plan to be annexed with the Agreement for Sell. The terms and conditions of the Agreement for Sell to be executed between you and the Company shall be final and binding between both the parties.

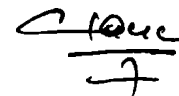
You are requested to sign the Agreement for Sell at the earliest.

We value our relationship and welcome you amongst our family.

Thanking you and assuring you the best of services at all times.

Yours faithfully,
For Finetech Parkcon India Private Limited

For Finetech Parkcon India Pvt. Ltd.


Director

(Gaurav Bardiya)
Authorized Signatory

Draft Agreement for Sale

Affix Color photograph of
Allottee(s) / First
Allottee(s) with signature
across the photograph

Affix Color photograph
of the Authorized
Signatory of Promoter
with signature across the
photograph

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

By and Between

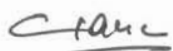
M/s. Finetech Parkcon India Pvt. Ltd. (CIN: U45201RJ2010PTC031169) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at E-666, Prim Pavilion, Nakul Path, Lal Kothi, Jaipur- 302015 and corporate office at 306, Gaurav Tower-I, Malviya Nagar, Jaipur- 302017 and its PAN No. is AABCF5058P, represented by its authorised signatory Mr. Gaurav Bardiya (Aadhaar No. 2425 9172 4799) authorised vide board resolution dated hereinafter referred to as the "Promoter/Developer" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

[If the Allottee(s) is an individual]

Mr./Mrs./Ms. son/daughter/wife of Mr..... aged about years, R/o (Aadhaar 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 his/her legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

For Finetech Parkcon India Pvt. Ltd.


Director

OR

[If the Allottee(s) is a partnership firm]

M/s. a Partnership firm, duly registered and existing under the provisions of the Indian Partnership Act 1932, having its principal place of business at (PAN) through its partner Mr./Ms. (Aadhaar 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(s) 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. (Aadhaar 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(s) is HUF]

Mr./Ms. (Aadhaar No.) son/daughter/wife of Mr. , aged about years for self and as the Karta of the HUF named M/s. 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 Allottee(s) to be inserted, in case of more than one Allottee(s))

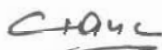
The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS / DEFINITIONS:

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

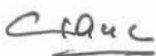
(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;

For Finetech Parkcon India Pvt. Ltd.


Director

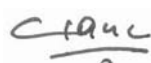
- (b) "Built-up Area" means the sum of area of the Commercial Unit. It shall include area encompassed within the walls of Commercial Unit, whether covered or un-covered, thickness of walls and columns. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (c) "Carpet Area" shall means the net usable floor area of the Commercial Unit, excluding the area covered by the external walls, areas under services, shafts and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial Unit;
- (d) "Commercial Mall" shall mean the multi-storied Commercial Mall, named "**GT GALLERIA**" presently comprising two blocks of G + 3 floors, terrace, service block and other common areas developed upon Ashok Marg Nala, C-Scheme, Jaipur;
- (e) "Commercial Unit" shall mean and include a Kiosk, Mini Shop, Shop, Showroom, Office, Retail space, Multiplex, Restaurant, Hospital, Hotel and other space in the Commercial Mall intended and/or capable of being independently and exclusively occupied;
- (f) "Common Area" shall mean :-
 - (i) The stair cases, lifts, staircase and lift lobbies, fire shafts and escapes, and common entrances and exits of buildings;
 - (ii) The open parking areas and common storage spaces;
 - (iii) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs;
 - (iv) Installations of central services such as electricity, gas water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (v) The water tanks, sumps, motor, fans, compressors, ducts and all such apparatus and machinery connected with installations for common use;
 - (vi) All commercial facilities as provided in the real estate projects;
 - (vii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- (g) "Common Equipments" shall mean and include facilities/equipments such as lifts, all electrical, lightings, fire fighting systems, security systems, fire alarm system, PA system, DG set, water tanks, control room equipments, electrical transformer and other equipments installed and provided by the Promoter in the common area on one time basis as per the annexed Schedule- 6 which shall be handed over by the Promoter to the Maintenance Society on its formation. Upon formation of the Maintenance Society these equipments shall be used for common purpose under the control and supervision of the Maintenance Society, as the case may be. The control room for these equipments shall be accessible only by the persons authorized by the Promoter/ Maintenance Society;

For Finetech Parkcon India Pvt. Ltd.


Director

- (h) "Common Area/Equipment Maintenance (CAM)" charges shall hereby mean the charges decided by the Promoter/Maintenance Society from time to time for maintenance of common area and equipments of the Commercial Mall;
 - (i) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - (j) "Interest Free Maintenance Security Deposit (IFMSD)": IFMSD shall mean the security deposit equivalent to six (6) months of CAM charges that the Allottee(s)/Occupant shall be required to deposit with the Promoter/Maintenance Society. The deposit shall be interest free and shall be transferred by the Promoter to the Maintenance Society on its formation;
 - (k) "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 for the purpose of management/maintenance/responsibility of Common Areas and Common Equipments and keeping the account of deposits, income and common expenses of the Commercial Mall either on its own or through the Service Company;
 - (l) "Para" means a Para of this Agreement;
 - (m) "Regulation" means the Regulations made under the Act;
 - (n) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (o) "Sale Deed" shall refer to the written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Commercial Unit shall be transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement.
 - (p) "Schedule" means the Schedule attached to this Agreement;
 - (q) "Section" means the section of the Act;
 - (r) "Sinking Fund (SF)" shall mean a separate one-time interest free deposit of Rs..... (Rupees only) per sq. ft. on the basis of the carpet area of the respective Commercial Unit at the time of execution of sale deed that the Allottee(s) shall be required to keep with the Promoter/Maintenance Society at all times;
 - (s) "Super Built Up Area" of any Commercial Unit shall include the Common Area and all spaces meant for the common use of the Allottee(s)/occupiers of Commercial Units of the Commercial Mall. It is for reference purpose only.
- (2)** The words and expressions used herein but not defined in this Agreement or 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.
- (3) Interpretations:**
- (a) Reference to a person shall also include a reference to a person as individual or as joint / HUF / corporation / firm / association or other entity and vice versa;
 - (b) Words in singular shall also include the plural and vice versa;

For Finetech Parkcon India Pvt. Ltd.

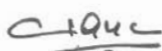

Director

- (c) Reference to a gender shall include a reference to all other genders;
- (d) A Reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (e) Any reference to an article, recital, clause, annexure or schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (f) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this agreement; and
- (g) That all annexure and schedules annexed with this Agreement are the integral part of this Agreement.

WHEREAS THE PROMOTER DECLARES THAT-

- A. Jaipur Municipal Corporation (herein after referred to as "JMC") in order to improve the physical infrastructure for rapidly increasing Urban population had identified some major projects. In order to improve parking facility, JMC had planned to develop at Ashok Marg Nala, C-Scheme, Jaipur a multilevel parking and Commercial Centre on Design, Build, Finance, Operate and Transfer (DBFOT) basis. In view of above, JMC had invited the proposals for selection of the Promoter/Developer. After evaluation of all the proposals, JMC has accepted the proposal of the Promoter/Developer and executed the agreement on dated 12.03.2010.
- B. In pursuance of agreement dated 12.03.2010, the Promoter/Developer had to construct 400 mechanical car parking with infrastructure and in lieu of construction of 400 mechanical car parking the JMC had given the Promoter/Developer the lease hold right of 95 years of 4750 Sq. Mtr. commercial constructed area which shall be on perpetual basis, inheritable and transferable as per provisions of the Transfer and Property Act. The Promoter/Developer had to carry out the development on the site admeasuring 5418.40 Sq. Mtr. out of which 4750 Sq. Mtr. has to be developed for Commercial Purpose (more particularly described in "Schedule 1" hereto and shall be hereinafter referred to as the "Project"). The Promoter/Developer has already completed the construction of parking area.
- C. The Promoter/Developer is developing the above site into a Commercial & Shopping complex, hereinafter referred to as "**GT Galleria**" (Block I & II), which shall include Kiosk, Mini Shop, Shop, Showroom, Office, Retail space, Multiplex, Restaurant, Hospital, Hotel and other space, with adjoining usable mechanical parking for 400 cars. The Promoter/Developer represents that they have got absolute right to Sale/Lease/Licence etc. the commercial space in **GT Galleria (Block I & II)** situated at Ashok Marg Nala, C-Scheme, Jaipur as per Agreement dated 12-03-2010.
- D. The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the Project on which Project is to be constructed, have been completed.
- E. The Promoter/Developer has got the building plans of the Commercial Mall duly approved in its name from Jaipur Municipal Corporation vide their

For Finetech Parkcon India Pvt. Ltd.


Director

Letter No. F13() V.N.N./JNN/2012/692 dated 10.07.2012 and commenced development of the Commercial Mall in accordance with the approved plans.

- F. The Project is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **"GT GALLERIA" (Block I & II)**, (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Commercial Units and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto situated at Ashok Marg Nala, C-Scheme, Jaipur and latitude & longitude of the end points of the Project are under:

Corners	Longitude (E)	Latitude (N)
A	26.91158500704451	75.80410033464432
B	26.911259729670103	75.80423980951309
C	26.911695027120786	75.80471187829971
D	26.91252256599683	75.80532878637314
E	26.913101361258242	75.80574721097946
F	26.913316614937155	75.80603152513504
G	26.91363231959034	75.80644994974136
H	26.91388583935436	75.80690056085587
I	26.914091524782258	75.80716341733932
J	26.914158492049985	75.80686300992966
K	26.91371842070614	75.80626755952835
L	26.913302264704676	75.80573111772537
M	26.912680419544287	75.80518931150436
N	26.91216380711347	75.80473870038986
O	26.91186723224228	75.80449193716049
P	26.911738078425795	75.80434173345566
Q	26.911599357495334	75.80414861440659

The location details are fully described in the **Schedule- 1**.

- H. The Project has been registered with the Real Estate Regulatory Authority on 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/Developer and Project are also available in the website (www.....) of the Authority.
- I. The layout plan/ site plan of the whole Project has been sanctioned by Jaipur Municipal Corporation vide their letter no. F 13 () V. N. N./JNN/2012/692 dated 10.07.2012, and copy of which is enclosed as **Schedule-2**.
- J. Approval of specifications of the Project and permissions of Building construction upto 15 meters height (G + 3 floors) under the relevant legal provisions has been accorded vide their

For Finetech Parkcon India Pvt. Ltd.

[Signature]

Director

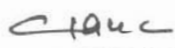
letter no. F 13 () V. N. N./JNN/2012/692 dated 10.07.2012 by the Jaipur Municipal Corporation (competent authority). The specifications of the Project are detailed in **Schedule 5.**

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

- K. The details of Floor plan of the Commercial Unit No. of the Project is given in **Schedule-3.**
- L. The details of plan of development work to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, water facilities, emergency evacuation services etc. of common area, as provided under clause (e) of sub-section (2) of section 4, are as under :-
- (1) Firefighting facilities are being provided in both the blocks of the Project as per required norms.
 - (2) Separate fire stair case being provided for emergency evacuation.
- M. The details of salient features of the proposed Project including access to the project, design for electric supply including water supply arrangements and site for disposal of rain water, any other facilities & amenities and other internal development works proposed to be provided in the Project are as under :-
- Solid waste disposed at Jaipur Nagar Nigam disposal grounds.
- N. The details of other external development works to be taken for the Project are as under :-
- Landscape development
- O. The details of specifications of material used in construction are as under :-
- RCC Framed Structure, Fly ash Bricks, AAC Blocks walls, Tiles & Stone, Class A construction
- P. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed
1.	30.10.2017	3 rd Floor Roof (Block-I) Service Floor (Block-II)
2.	30.01.2018	2 nd Floor Roof (Block-II)
3.	30.04.2018	Finishing Work (Block-I) 3 rd Floor Roof (Block-II)
4.	30.06.2018	Finishing Work (Block-II)
5.	30.07.2018	Outer Finishing (Block-I)
6.	30.10.2018	Outer Finishing (Block-II)
7.	30.06.2019	Interior Work (Block-I) Interior Work (Block-II)

For Finetech Parkcon India Pvt. Ltd.


Director

- Q. Fire NOC for the Project is not required.
- R. NOC from the Airport Authority of India for the project is not required.
- S. Environmental Clearance from the department concerned is not required.
- T. Public Health & Engineering Department NOC for developing the Project is not required.
- U. The Promoter/Developer has opened a separate account in Branch C-Scheme, Jaipur of IDBI Bank Limited for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- V. The Allottee(s), being aware of the Project and details given in the advertisements about the title and the specification of the Project made by the Promoter/Developer agreed to purchase an Kiosk, Mini Shop, Shop, Showroom, Office, Retail space, Multiplex, Restaurant, Hospital, Hotel and other space in the Project.

The Allottee(s) has also deposited a sum of Rupees..... (In words Rupees.....) as an advance payment/ booking amount including application fee and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

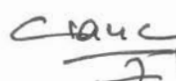
- W. The Allottee(s) has applied for a Commercial Unit in the Project vide application Dated and has been allotted Commercial Unit no. having the carpet area of Square Feet on the floor no. in block ("Commercial Mall"), as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Commercial Unit" more particularly described in Schedule-4 and the floor plan of the Commercial Unit is annexed hereto and marked as Schedule-3.
- X. 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.
- Y. 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;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the [Commercial Unit] as specified in para 'W'.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter/Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to abide by the

For Finetech Parkcon India Pvt. Ltd.

 Director

terms of this Agreement and to purchase, make payments(s) and take possession of the Commercial Unit as specified in para 'W'.

1.2 The Total Price for the Commercial Unit based on the carpet area is Rs./- (In words Rupees only) ("Total Price")

(Give break-up and description):-

	Commercial Unit No.....	Rate of Commercial Unit per square feet*
	Type	
	Floor	
	Total Price (in Rupees)	-----

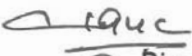
- a) The Total Price shall not include the following and thus, the Allottee(s) shall additionally bear and pay the following amount to the Promoter/Developer/Maintenance Society or competent authority:
- (1) Stamp duty, registration charges/and expenses and incidental thereto for execution and registration of this agreement and sale deed.
 - (2) Service Tax/GST/VAT/Works Contract Tax or other taxes, for the time being in force, at the applicable rates.
 - (3) The Buyer(s) shall deposit with the Promoter/Seller/Maintenance Society towards Interest Free Maintenance Security Deposit (IFMSD) and Sinking Fund. The Allottee(s) shall also pay the proportionate Common Area Maintenance (CAM) charges for the Commercial Mall on the basis of carpet area of the Commercial Unit to the Promoter/Seller/Maintenance Society, as the case may be.

Explanation:

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

Provided that in case there is any change/modification in the taxes, cess, levies etc, the subsequent amount payable by the Allottee(s) to the Promoter/Developer shall be

For Finetech Parkcon India Pvt. Ltd.


Director

increased/reduced based on such change/ modification also if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

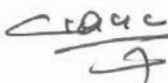
- (iii) The Promoter/Developer shall intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Commercial Unit includes cost of construction including but not limited to the Commercial Unit, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, fire detection and fire fighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter/Developer 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/Developer 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 payable 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(s).

1.4 As mentioned in para 'V' above, the Promoter/Developer has already received an advance/ booking amount from the Allottee(s) a sum of Rs...../- (Rupees only) out of the total price of Rs...../- as per following details:-

Date	Cheque No.	Bank Name & Branch	Total Price (A)	Service Tax/GST (B)	TDS u/s 194IA (C)	Cheque Amount (A+B-C)

For Finetech Parkcon India Pvt. Ltd.
 Director

The Allottee(s) do hereby agrees and undertakes to pay the balance amount of Rs./- of the total price strictly in accordance with the payment plan given below :-

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

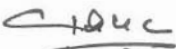
Note: The Promoter/Developers offers various payment plans and the Allottee(s) has the option to choose the plan he/she/it wishes to opt as per his/her/its convenience. The payment plan shall be changed as per mutual discussion between the parties.

- 1.5 The Promoter/Developer 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 installments 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/Developer.
- 1.6 It is agreed that the Promoter/Developer 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 Commercial Unit without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter/Developer 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.

- 1.7 The Promoter/Developer shall confirm to the final carpet areas that has been allotted the Allottee(s) after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). 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(s), then the Promoter/Developer may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this

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Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Terms No. 1.2 above.

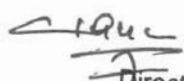
1.8 Subject to Terms No. 9.3, the Promoter/Developer agrees and acknowledges, the Allottee(s) shall have the right to the Commercial Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Commercial Unit;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer 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 Commercial Unit includes recovery of cost of construction of, not only the Commercial Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, fire detection and fire fighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Project;
- (iv) To assess the extent of development of the Project and his Commercial Unit, the Allottee(s) may visit the Project. If the Allottee(s) desires to visit the site, he/she/it shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter/Developer shall not in any way be held responsible for any accident, fall of any object, miss-happening etc. caused to/with Allottee(s) and his/her/its accompanying persons while accessing or using or being at the Project site. Further, the Promoter/Developer strictly prohibits the visit of children at construction site.

1.9 It is made clear by the Promoter/Developer and the Allottee(s) acknowledges and agrees that the Commercial Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project, during mall hours decided by the Promoter/Seller/Maintenance Society or competent authority, whichever is less.

1.10 The Promoter/Developer agrees to pay all outgoing/dues before transferring the physical possession of the Commercial Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest

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on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Commercial Unit). If the Promoter/Developer 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 Commercial Unit to the Allottee(s), the Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee(s) has paid a sum of Rs...../- (Rupees only) as booking amount being towards the Total Price of the Commercial Unit, receipt of which the Promoter/Developer hereby acknowledges and the Allottee(s) hereby undertakes and agrees to pay the balance Total Price of the Commercial Unit as described in the payment plan at Terms No. 1.4 above as and when demanded by the Promoter/Developer within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate as prescribed in the Rule 17. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced only when mutually agreed to between the Promoter/Developer and the Allottee(s) in writing and signed by both the parties.

- 1.12 The Allottee(s) acknowledges, agrees and understands that except the Commercial Unit as described in Schedule-3 attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter/Developer, which it shall be free to deal with, as it deems fit and proper.
- 1.13 The Promoter/Developer shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future projects at any suitable place in the Project and the Allottee(s) and the Maintenance Society shall not have or shall not obstruct on exploitation of this right by the Promoter/Developer.

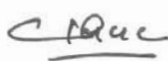
2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter/Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as mentioned in the payment plan at Terms No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of Finetech Parkcon India Pvt. Ltd. payable at Jaipur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws

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including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with a copy of such permission, approval which would enable the Promoter/Developer 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 for the time being in force. The Allottee(s) understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be solely liable for any action under FEMA or other laws as applicable, as amended from time to time.

- 3.2 The Promoter/Developer shall not be responsible in regard to matters specified in Terms 3.1 above. The Allottee(s) shall keep the Promoter/Developer fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter/Developers immediately and comply with necessary formalities if any, under the applicable laws for the time being in force. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Commercial Unit in any way and the Promoter/Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

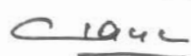
The Promoter/Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Commercial Unit to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as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

The Allottee(s) assures the Promoter/Developer that the Total Price and any other charges or expenses or deposits mentioned in this Agreement shall be paid in accordance herewith and within the due dates mentioned in the Payment/Demand Notices or any other clauses of this Agreement without default/delay. Timely payment of the instalments of Total Price and all other amounts due and payable by the Allottee(s) to the Promoter/Developer shall be the essence of this Agreement.

6. CONSTRUCTION OF THE PROJECT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Commercial Unit and accepted the floor plan, payment plan and the specification,

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amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE COMMERCIAL UNIT :

Schedule for possession of the Commercial Unit – The Promoter/Developer agrees and understands that timely delivery of possession of the Commercial Unit to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to handover possession of the Commercial Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 30th June, 2019 (The Promoter/Developer applied for the sanction of revised maps on dt 09.01.2017 with the JMC and the Promoter/Developer assumes that the sanction for the same shall be done till 31st August, 2017. On the basis of this the Promoter/Developer shall complete the project and handover of possession of Commercial Unit on or before 30th June, 2019, but if the sanction gets further delayed then the date of handover of possession of the Commercial Unit shall be extended for the delay period), unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake, Any act, restraint or regulation of any Central or State Government, Local Authority or any Department or Agency of the Government which may hamper the development of the Commercial Mall, delay in getting permissions from regulatory authorities, explosion, accident, blockade, embargoes, sabotage or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee(s) agrees that the Promoter/Developer shall be entitled to the suitable extension of time for delivery of possession of the Commercial Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to *Force Majeure* conditions, then this allotment/Agreement shall stand terminated and the Promoter/Developer shall refund to the Allottee(s) the entire amount received by the Promoter/Developer from the Allottee(s) with interest within forty-five days from that date.

The Promoter/Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agreed that he/ she shall not have any rights, claims etc. against the Promoter/Developer and the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.1 Procedure for taking possession - The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Commercial Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate/completion certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter/Developer within three months from the date of issue of occupancy certificate/completion certificate. The Promoter/Developer 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/Developer. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as mentioned in clause 1.2(a)(3) or as determined by the Promoter/Developer/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter/Developer shall handover the copy of occupancy certificate of the Commercial Mall, as the case may be, to the Allottee(s) at the time of conveyance of the same.

7.2 Failure of Allottee(s) to take possession of Commercial Unit - Upon receiving a written intimation from the Promoter/Developer as per Terms No. 7.2 above, the Allottee(s) shall take possession of the Commercial Unit from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the Commercial Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Terms No. 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Terms No. 7.2 above.

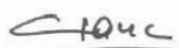
7.3 Possession of the Allottee(s) - After obtaining the occupancy certificate and handing over physical possession of the Commercial Unit to the Allottee(s), it shall be the responsibility of the Promoter/Developer to handover the necessary documents and plan, including common areas to the Maintenance 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/Developer 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.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit

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the booking amount (10% of the Total Price), brokerage (paid, if any), all any taxes, duties, cess etc. deposited by the Promoter/Developer to the concerned department/authority in respect of the Commercial Unit, as on the date of such termination/cancellation being the pre-estimated and genuine estimate of the losses arising out of such cancellation/termination. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter/Developer to the Allottee(s) within forty-five days of such cancellation without any interest.

- 7.5 Compensation** – The Promoter/Developer shall compensate the Allottee(s) 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/Developer fails to complete or is unable to give possession of the Commercial Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in Terms 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/Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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 Commercial Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due and upon such payment the Promoter shall be released and discharged of all its obligations under this Agreement:

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER

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

- (i) The Promoter/Developer has absolute, clear and marketable title with respect to the Project as per Agreement dated 12.03.2010 with the JMC and the requisite rights to carry out development upon the Project and absolute, actual, physical and legal possession of the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the Project, Commercial Mall or the Commercial Unit;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project and Commercial Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at

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

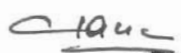
- (v) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project, including the Project and the Commercial Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the Commercial Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Commercial Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued and possession of the Commercial Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer in respect of the Project and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter/Developer fails to provide ready to move in possession of the Commercial Unit to the Allottee(s) within the time period specified in Terms No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Commercial Unit shall be in a habitable condition which is complete including the provision of all

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specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate/completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter/Developer'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 there under.

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

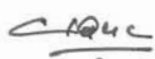
- (i) Stop making further payments to the Promoter/Developer as demanded by the Promoter/Developer. If the Allottee(s) stops making payments, the Promoter/Developer shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Commercial Unit, along with interest within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter/Developer as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter/Developer on the unpaid amount.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond two consecutive months after First Notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Commercial Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount (10% of Total Price), brokerage (paid, if any), all any taxes, duties, cess etc. deposited by the Promoter/Developer to the concerned department/authority in respect of the Commercial Unit and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. CONVEYANCE OF THE COMMERCIAL UNIT:

The Promoter/Developer, upon receipt of total price of the Commercial Unit as per Clause No. 1.2 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Commercial Unit together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate/completion certificate, as the case may be, to the Allottee(s):

Provided that, in absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter/Developer 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/Developer to withhold registration of the conveyance deed in his/her/its favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee(s).

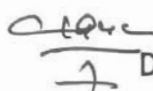
11. MAINTENANCE OF THE COMMERCIAL MALL/ COMMERCIAL UNIT/ PROJECT:

The Promoter/Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The installation cost of such maintenance equipments has been included in the total price of the Commercial Unit.

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/Developer as per this Agreement relating to such development is brought to the notice of the Promoter/Developer within a period of five years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within thirty days, and in the event of Promoter/Developer'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.
- 12.2 Defect does not cover normal wear and tear or damage caused by rough usage by the Allottee(s).
- 12.3 The Promoter/Developer on one time basis shall provide all equipments/electronic appliances of standard companies in the common area of entire Commercial Mall and whatever the Warranties & Guarantees provided by the companies shall be passed on to Allottee(s)/Maintenance Society and in any case shall not be liable for repair, replace & maintenance of these equipments/electronic appliances.

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13. RIGHT TO ENTER THE COMMERCIAL UNIT FOR REPAIRS:

The Promoter/Developer/ Maintenance Society shall have rights of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Developer/ Maintenance Society to enter into the Commercial Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

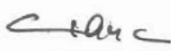
14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL UNIT :

- 15.1 Subject to Terms 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Commercial Unit at his/her/its own cost, in habitable condition and shall not do or suffer to be done anything in or to the Commercial Mall/Commercial Unit, 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 Commercial Unit, and keep the Commercial Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building in which the Commercial Unit is situated is not in any way damaged or jeopardized.
- 15.2 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 Project, building therein or common areas. The Allottee(s) also shall not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Commercial Unit or place any heavy material or any kind of goods in the common passages or staircase of the building. The Allottee(s) shall not make any structural change in his/her/its Commercial Unit as this may harm the building.
- 15.3 The Allottee(s) shall not be allowed to block the glass window of the Commercial Unit under any circumstances; it can either make a show window by keeping all the glasses of its Commercial Unit fully transparent or place anything in the show window by keeping 2 feet clear distance from the glass. The Allottee(s) shall not put any other signboard, etc on the glass or the outer elevation of the Commercial Unit or the Commercial Mall or in/at any other place in the Commercial Mall and shall not temper with symmetry of the Commercial Mall. In the event the Allottee(s) desires to put glow signs, neon signs or any other kind of

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Director

advertisement material at any place in the Commercial Mall it shall do so only after obtaining prior written permission of the Promoter/Seller/Maintenance Society. The Allottee(s) ensures that signage must be in accordance with the accepted principles, ethics and shall be designed to promote the Commercial mall. If the signage are not designed as per the norms of Promoter/Seller/Maintenance Society then the Promoter/Seller/Maintenance Society reserves the right to change or remove those signage and additional cost of signage to be borne by the Allottee(s).

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

15.5 In case, if necessary to change in the structure of the Commercial Unit the Allottee(s) shall seek permission from Promoter/Developer/Maintenance Society and get it approved from principle structure consultant of the project. The Allottee(s) shall take due care and proper safety measures while making such changes.

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

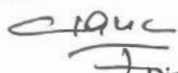
After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Commercial Unit/Commercial Mall and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall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

18.1 **Finance:**

By Promoter/Developer: The Promoter/Developer shall have rights to raise finance and/or loan from any financial institution and/or bank and for that purpose to create mortgage, however the charge on the Project and the Commercial Unit shall be free from all encumbrances at the time of execution of Sale Deed.

By Allottee(s): The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligations under this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) shall remain bound by this Agreement whether or not it has been able to obtain financing for the Commercial Unit. However, if any NOC is required by the bank/financial institution then the Promoter/Developer shall provide the same.

For Finetech Parkcon India Pvt. Ltd.


Director

18.2 Transfer/Assignment:

18.2.1 That the Commercial Unit is a single unit. Notwithstanding anything contained herein the Commercial Unit, shall not be divided/ sub-divided physically or documentarily in parts for any purpose like let, transfer, assign etc. at any point of time.

18.2.2 That if the Allottee(s) wishes to assign/transfer the Booking rights of the Commercial Unit, subject to Clause 18.2.1 the booking/allotment of the Commercial Unit in favour of another person, the assignment/transfer shall be allowed only after payment of applicable transfer fee @Rs...../- (Rupees only) per sq. ft. calculated on Carpet Area plus service tax/GST thereon to the Promoter/Developer.

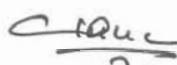
However transfer, subject to Clause 18.2.1, to close relatives including and limited to father, mother, brother, sister, wife, son, daughter, grandson, granddaughter, concern shall be exempted from the transfer fee. The Allottee(s) may exercise this right only if (a) all dues of whatsoever nature payable by the Allottee(s) to the Promoter/Developer as per this Agreement till the date of such transfer are fully paid up; (b) the Allottee(s) has complied with all the terms and conditions of this Agreement and (c) payment of 50% of the Total Price has been made by the Allottee(s) to the Promoter/Developer. The Promoter/Developer shall be entitled to enforce all terms and conditions of this Agreement against any person/entity to whom the booking/allotment has been assigned. In this case if any charges or tax liability occurs on Transfer/Assignment then the Allottee(s)/Transferee/Assignee shall solely or jointly liable for the same.

18.3 Power Connection and Backup:

18.3.1 That the Promoter/Developer shall take electric connection for the Commercial Mall in its own name and shall provide power connection as per the maximum load of 1.00 KW per 100 sq. ft. of built up area for the Commercial Unit by installing a dual source energy sub-meter (which could measure both JVVNL and DG set consumption) for each Commercial Unit. The Allottee(s) shall keep interest free electricity security deposit Rs...../- (Rupee only) as a security deposit against the electric connection security deposit kept by the Promoter/Developer with JVVNL, the electric sub-meter and its fixation charges, cabling, MCB main switch and other fittings charges for installation in its Commercial Unit. Also the Allottee(s) shall be required to pay monthly electricity consumption charges as per the bill raised by the Promoter/Developer/Maintenance Society from time to time.

The Allottee(s) undertakes not to apply or obtain separate electric connection from JVVNL or any other Agency in future.

For Finetech Parkcon India Pvt. Ltd.


Director

- 18.3.2 That the Diesel Power Generator shall be installed for the full/partial power backup for entire Commercial Mall including Common Area/Equipments, Commercial Units, etc. The Allottee(s) shall be given connection for the Commercial Unit from the common diesel power generator subject to availability of load, for which he shall be required to pay monthly consumption charges as per rates decided by the Promoter/Developer/Maintenance Society from time to time.
- 18.3.3 The Allottee(s) shall pay the electricity and diesel power generator consumption charges for his Commercial Unit to the Promoter/Developer/Maintenance Society as per the bills raised by the Promoter/Developer/Maintenance Society from time to time. The Allottee(s) shall pay such charges within 7 days from the date of receipt of bill. In the event, the above mentioned bills are not paid by the end of 7 days from receipt of the bills, the Promoter/Developer/Maintenance Society shall be entitled to disconnect, without notice, the supply of electricity and power backup to the Commercial Unit, which shall be restored only on payment of due bill, interest as per Rule 17 for the period of delay and penalties along with reconnection charges as fixed by the Promoter/Developer/Maintenance Society.

18.4 Common Area/Equipment Maintenance (CAM) Charges and Sinking Fund

- 18.4.1 The Allottee(s) shall pay proportionate maintenance charges for the Commercial Mall on the basis of carpet area of the Commercial Unit to the Promoter/Developer/Maintenance Society. Such charges shall be applicable from the date of possession or the registration of sale deed of the Commercial Unit, whichever is earlier. The decision of the Promoter/Developer/Maintenance Society in respect of such charges shall be final and binding on the Allottee(s) at all times.
- 18.4.2 The Allottee(s) shall also be liable to pay service tax/GST on such maintenance charges at the rates prevailing from time to time.
- 18.4.3 The Allottee(s) shall deposit with the Promoter/Developer a one-time interest free Sinking Fund of Rs..... (Rupees only) at the time of execution of sale deed. Upon formation of the Maintenance Society, the Promoter/Developer shall transfer the Sinking Fund to a separate bank account in the name of the Maintenance Society. The income from such Sinking Fund shall be used, subject to consent of the Promoter/Developer and the Maintenance Society for (i) major renovation and major repairs of Common Areas and Common Equipments; (ii) major replacements of Common Equipments; (iii) installation of major new Common Equipments and major changes in civil structure as deemed fit by the Promoter/Developer/Maintenance Society or is required due to introduction of any new compliance requirement by Central, State or local government from time to time. As any such repairs /replacements are not envisaged in next 10 years, the funds shall be kept invested in instruments basis having long maturity and offering

higher returns. If, however, due to heavy capital expenditure, there is any shortfall then such shortfall shall be payable by the Allottee(s)/Occupants of the Commercial Mall in proportion of Area owned by them to the aggregate Area of the Commercial Mall. If however sufficient funds are still not available, after the mandatory consent of the members appointed by the Promoter/Developer, the basic Sinking fund can be used if approved by 75% of society members.

- 18.4.4 The Allottee(s) shall deposit and shall always keep deposited with the Promoter/Seller/Maintenance Society Rs...../- (Rupees only) as IFMSD. Upon formation of the Maintenance Society, the Promoter/Seller shall transfer IFMSD to the Maintenance Society. If the Allottee(s) causes any damage or loss to the Commercial Mall and fails to make good for such losses or damage suffered by the Promoter/Seller/Maintenance Society, then the Promoter/Seller/Maintenance Society shall be entitled to appropriate such losses or damages from the IFMSD. The amount if appropriated out of the IFMSD shall be reimbursed by the Allottee(s) within fifteen (15) days of intimation sent to the Allottee(s) communicating such appropriation. In case the Allottee(s) fails to reimburse the IFMSD with such time then terms and conditions of Clause 18.4.6 of this Agreement shall be applicable. This shall be without prejudice to the other rights reserved by the Promoter/Seller/Maintenance Society under this Agreement or any other law in force.
- 18.4.5 It is clarified that the Society alone shall be responsible for meeting the maintenance expenses/ replacement & capital expenditure and the Promoter/Developer shall not be responsible for any shortfall and under no circumstances the Promoter/Developer shall be asked to contribute towards shortfall.
- 18.4.6 The amount of shortfall as mentioned in Clause 18.4.3 & 18.4.4 above ("Shortfall Amount") shall be payable by the Allottee(s) within 15 days from the date of invoice of the Promoter/Developer/Maintenance Society. In case of default in payment of the amount, the Promoter/Developer/Maintenance Society or its nominee shall be entitled to discontinue/disconnect the services of the Commercial Unit and the Promoter/Developer/Maintenance Society shall have the right to recover the charges with interest as decided by the Maintenance Society on the Shortfall Amount from the Allottee(s).
- 18.4.7 That all dues assessed by the Promoter/Developer/Maintenance Society and remaining unpaid by the Allottee(s) or occupant shall constitute a charge on the Commercial Unit. The Allottee(s) shall comply with the decisions and resolutions of the Promoter/Developer/Maintenance Society or its representatives and failure to comply with the same shall empower the Promoter/Developer/Maintenance

Society or any person nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the Allottee(s)/Occupant from using and utilizing Common Areas and Common Equipments.

18.4.8 The Promoter/Developer/Maintenance Society shall obtain, if so required, injunctive relief against such Allottee(s)/Occupant. In the event of happening of eventuality contemplated above, the disruption of Common Area and Common Equipment including water, electricity etc., shall not absolve the Allottee(s)/Occupant of his/her/its liability to pay maintenance charges to the Promoter/Developer/Maintenance Society.

19. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur as and when intimated by the Promoter/Developer. If the Allottee(s) fails to execute and deliver to the Promoter/Developer 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/Developer, then the Promoter/Developer 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(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever, in terms of this Agreement.

20. ENTIRE AGREEMENT:

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

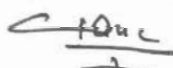
21. RIGHT TO AMEND :

This Agreement may only be amended in writing through mutual consent of the Parties.

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

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 Commercial Unit and the Project shall equally be applicable to and enforceable against and

For Finetech Parkcon India Pvt. Ltd.


Director

by any subsequent Allottee(s) of the Commercial Unit, in case of a transfer, as the said obligations go along with the Commercial Unit for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

24. SEVERABILITY:

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

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

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

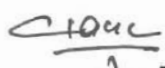
26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office,

For Finetech Parkcon India Pvt. Ltd.


Director

or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee(s), in Jaipur after the Agreement is duly executed by the Allottee(s) and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

28. **NOTICES:**

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

M/s Finetech Parkcon India Pvt. Ltd.	(Allottee(s) name)
306, Gaurav Tower-I, Malviya Nagar, Jaipur	Address:

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

29. **JOINT ALLOTTEE(S):**

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

30. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the Allottee(s), in respect of the Commercial Unit or building, as the case may be, prior to the execution and registration of the agreement for sale for such Commercial Unit or Commercial Mall, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) or the Promoter/Developer under the agreement for sale, under the Act, the rules or the regulations made there under.

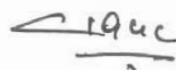
31. **GOVERNING LAW:**

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

32. **DISPUTE RESOLUTION :**

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

For Finetech Parkcon India Pvt. Ltd.


Director

33. **JURISDICTION :**

That the rights of obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of Rajasthan/India. The Courts at Jaipur shall have exclusive jurisdiction.

34. **COUNTERPARTS :**

The Agreement shall be executed in 2 (Two) originals, one for each Party and each such counterpart shall be treated as an original as if the parties hereto had executed the same document at the same time.

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.

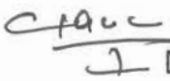
Signed and delivered by the within named Allottee(s) in the presence of witnesses on
.....

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

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

PROMOTER/DEVELOPER
For and on behalf of M/s Finetech Parkcon India Pvt. Ltd.

Name For Finetech Parkcon India Pvt. Ltd.


Signature
Designation Director

WITNESSES:

1. Signature

Name

Address
2. Signature

Name

Address

NOTE: This Agreement for Sale is a draft copy proposed by the Promoter. It can be altered/modified after mutual consent of both the parties.

SCHEDULE - 1
DESCRIPTION OF THE PROJECT

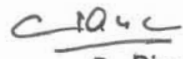
Being commercial use upon Ashok Marg Nala, C-Scheme, Jaipur having following Dimensions:

On North	:	East West	:	14.02 Meter
On South	:	East West	:	15.21 Meter
On East	:	North South	:	95.00 Meter
On West	:	North South	:	95.00 Meter

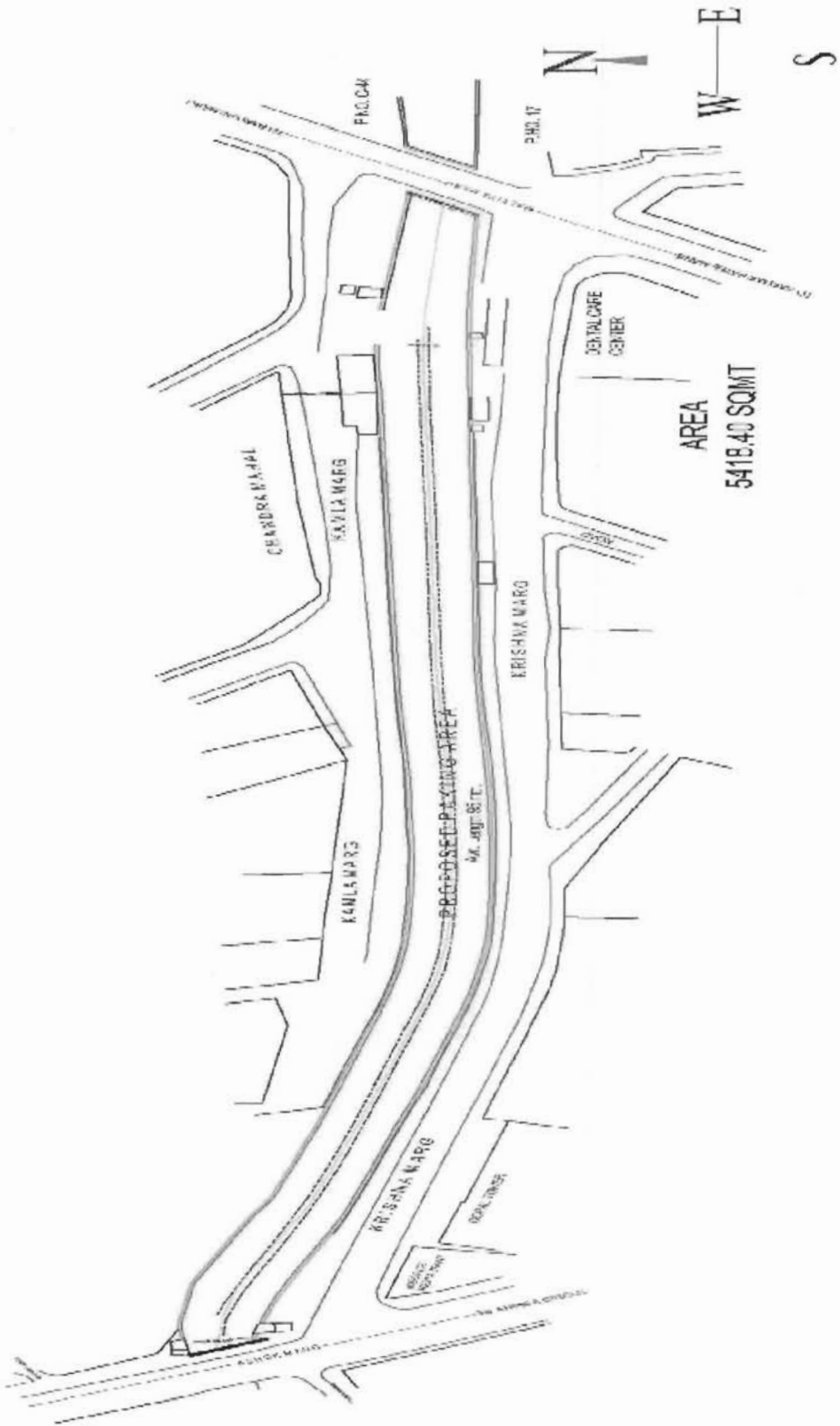
The land is bounded by:

In the East	:	Kamla Marg
In the West	:	Krishna Marg
In the North	:	Ashok Marg
In the South	:	Malviya Marg

For Finetech Parkcon India Pvt. Ltd.


Director

SCHEDULE - 2
(Lay-out Plan of the Project)



For Finetech Parkcon India Pvt. Ltd.

[Signature]
 Director

SITE PLAN OF THE PROJECT

SCHEDULE - 3
FLOOR PLAN OF THE COMMERCIAL UNIT
Map annexed....

SCHEDULE - 4
DESCRIPTION OF THE SAID COMMERCIAL UNIT

The Commercial Unit bearing No. on Floor in Block having approximately area as mentioned herein in below table:-

Commercial Unit No.	Super Built up Area (Sq. Ft.)	Built up Area (Sq. Ft.)	Carpet Area (Sq. Ft.)

Along with the right to use of the Common Areas with other Allottee(s)/occupants of the other Commercial Units in the Commercial Mall (GT GALLERIA- Block).

For Finetech Parkcon India Pvt. Ltd.

 Director

SCHEDULE - 5

DESCRIPTION OF COMMON AREA AND COMMON EQUIPMENT

COMMON AREA:

1. Staircase and Munties.
2. Lifts and Lift Lobbies including lighting and fire Equipment thereof.
3. Common passages/Corridors including lighting and fire Equipment thereof.
4. Parking Area

COMMON EQUIPMENT:

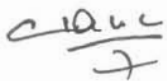
1. D.G. set
2. Overhead water tanks
3. Electrical/plumbing/fire including electric sub-station/transformers/electrical panels.
4. Fire Equipments such as Fire hydrants & Fire brigade inlet etc.
5. Lifts
6. Boring (Tubewell)
7. Fire Detection System
8. Mechanical Car Parking

OTHER FACILITIES:

1. 24 hours Security
2. Public Announcement System in common area
3. CCTV Surveillance
4. 100% Power Backup
5. Ample Parking space
6. Elevators with designer interiors

Note: The Promoter shall endeavour to provide similar or equivalent brands & specifications of the amenities described above.

For Finetech Parkcon India Pvt. Ltd.

 Director