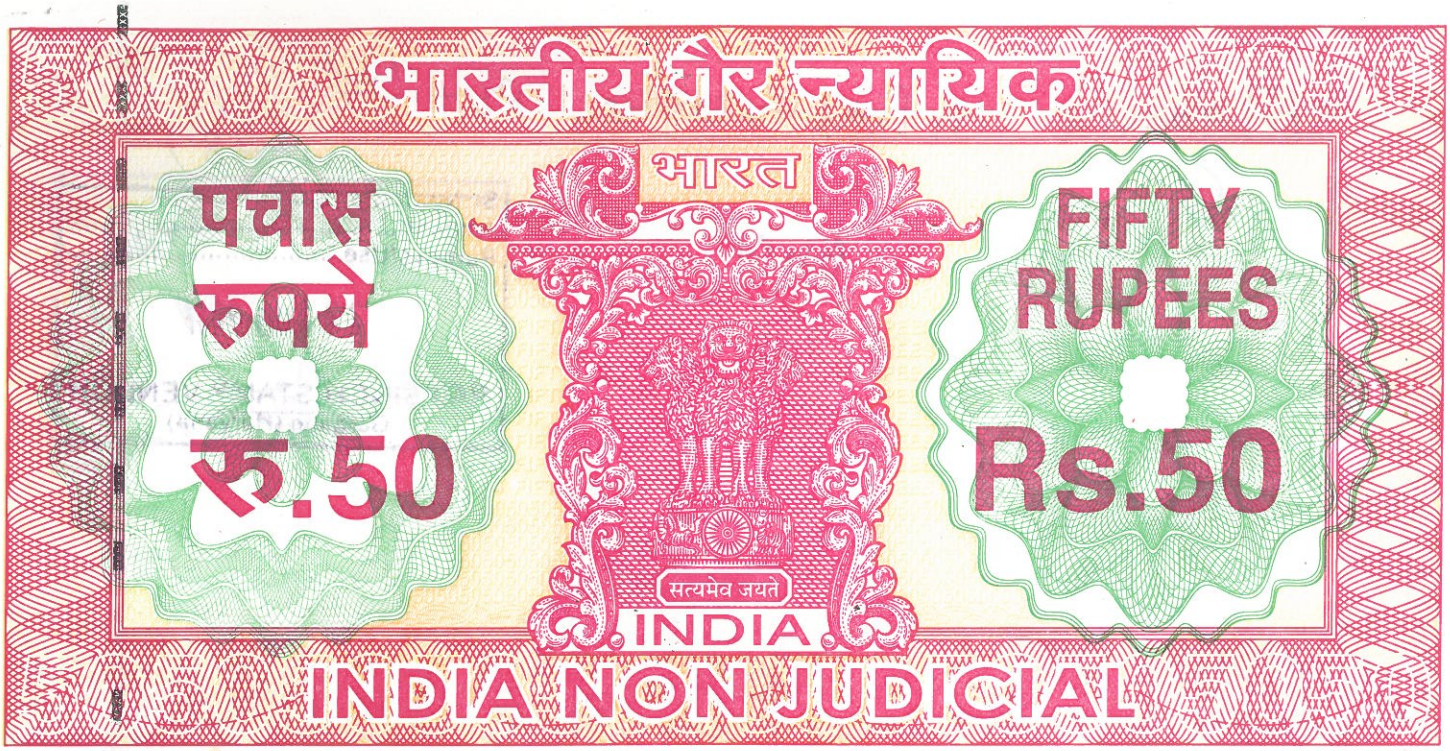


हरियाणा HARYANA

F 899316

Affidavit

I, SUNIL KUMAR CHUTANI Son of SH. RAM KISHAN CHAUTANI 49 YEARS aged R/o 27, SECTOR 27/C, FARDIBAD, HARYANA 121001 promoter of the proposed project, M/s ELEGENT INFRASTRUCTURE PRIVATE LIMITED, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "TERRA ELEGANCE" at Khasra No. 1289/1025, Village Khijuriwas, TEHSIL TIJARA, DISTT. ALWAR, Pin code- 301019 State- Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.

Deponent

NOTARY
Mahender S. Punia
GURGAON
Regn. No. 3999
GOVT. OF INDIA

For Elegent Infrastructure Pvt. Ltd.

Director

Verification

I, SUNIL KUMAR CHUTANI Son of SH. RAM KISHAN CHAUTANI 49 YEARS aged R/o 27, SECTOR 27/C, FARDIBAD, HARYANA 121001 do hereby declare that the contents in para No.1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Gurgaon on this 23rd day of August, 2017.

For Elegent Infrastructure Pvt. Ltd.

Director

Deponent

ATTESTED

MAHENDER S. PUNIA
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India

NOTARY
Mahender S. Punia
GURGAON
Regn. No. 3999
GOVT. OF INDIA

25 AUG 2017

Allotment Letter

Date _____

First Applicant: Co Applicant:

Mr._____

_____

_____

Dear Sir/Madam,

This is in response to your application dated_____for allotment. We are pleased to inform that you have been provisionally allotted Flat bearing No._____on_____Floor, In Block/Tower____,admeasuring ____Sq Ft. (Carpet Area) in Terra Elegance, being developed at Bhiwadi.

The provisional allotment of the apartment is subject to the terms and conditions as contained in application form further subject to the terms of the agreement to sell and shall prevail over all the other terms and conditions given in our registration form and any other sale documents/marketing material. You are requested to quote the allotment number in all future communication with us.

For any clarification and assistance you may visit our office at Plot no.18, 5th floor, sector 44, Gurugram. We would be happy to assist you, in this regard.

You are kindly requested to accept the allotment letter, by signing on the office copy of the allotment letter.

Application Detail

Application No.

Allotted Unit Detail

Unit No. Floor: Block:

Category: Built Up Area: Total Unit Cost:

Other Charges:

Warm Regards,

For Elegant Infrastructure Private Limited

(Authorized Signatory)

For Elegent Infrastructure Pvt. Ltd.

Director

Affix Color photograph of the authorized signatory of Promoter with signature across the photograph

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

Agreement for Sale

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

1. Parties to this Agreement:

1.1 M/s ELEGENT INFRASTRUCTURE PRIVATE LIMITED (**CINU70101WB2005PTC106692** a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at 5th Floor, Plot No 18, Sector-44, Gurgaon, Haryana, 122003.having PAN No.AABCE5812C, represented by its authorized signatory _____ (Aadhar No. _____) 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.

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

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

Or

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

Or

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

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

INTERPRETATIONS/ DEFINITIONS:

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, Rajasthan Urban Improvement

For Elegent Infrastructure Pvt. Ltd.

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Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.

c. **"Approved Plans" :** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.

d. **"Building"** shall mean the building/ tower in the Said Project where the Allottee/Allottee(s) has been allotted his "Flat/Unit".

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

f. **"Carpet Area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s);

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g. **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 10** attached hereto. However, any areas, facilities and equipments reserved for a specific /group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.

h. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

i. **"Delay Payment Charges/Interest"** means the charges to be paid on account of delay in the payment of any due amount as interest on the amount, installment due at the Interest Rate (Specified herein below) And compensation for any loss caused due to delay in payment or for any other loss to the promoter.

j. **"Interest Rate"** means the State Bank of India Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

k. **"Limited Common Area"** means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments. Covered Parking, Open Space Parking, Roof/Terrace, Storages or any other area or portion earmarked for a particular apartment(s) by the promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Apartment to the exclusion of other allottees.

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l. **"Maintenance Society/Association of Allottees"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the Act.

m. **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

n. **"Para"** means a Para of this Agreement;

o. **"Project Land"** shall mean land admeasuring 19571.22 sq. mtr. and there about lying and situated at Khasra No 1289/1025 Bhiwadi Alwar Highway, Khijuriwas, Tijara, Alwar - 301707 on which the Project named **"Terra Elegance"** is being developed and is demarcated and shown in Schedule-1 Part A.

p. **"Proportionate Share"** with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.

q. **"Residential Project"** shall mean the entire project consisting of independent flats and units along with common parts/ common spaces / common area therein being constructed /developed on the said Land for exclusive residential use and named as "Terra Elegance"

r. **"Regulation"** means the Regulation made under the Act as amended from time to time.

s. **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.

t. **"Schedule"** means the Schedule attached to this Agreement.

u. **"Section"** means the section(s) of the Act.

The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan

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Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

(2) WHEREAS THE PROMOTER DECLARES THAT

A. The Promoter is in lawful possession of the land at Khasra No 1289/1025 Bhiwadi Alwar Highway, Khijuriwas, Tijara, Alwar -301707 with a total area admeasuring of 19571.220 square meters (hereinafter referred to as "Project Land" and more fully described in the Schedule 1 Part A).

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 Promoter from Smt. Sunita Devi W/o Shri Mukesh Aggarwal, Smt. Neeta Jain W/O Sh.Kanwar Jain, Smt. Agya Jain W/O Sh. Mangat Ram Jain as stated in the Lease-deed dated 13/02/2013 registered on 18/02/2013 in the office of Sub-Registrar Bhiwadi in its Book No. 1 Volume No. 400 at Page No. 155 bearing Serial No. 2013000955 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 1349 at Page No. 17 to 24.

C. The Promoter has obtained all other necessary permissions and approvals to develop the said property.

D. By virtue of, Allotment Letter, Lease Deed (Patta) for Residential Group Housing project, Promoter is fully authorized and legally entitled to develop the said property and to construct thereon units, flats, apartments, other premises, etc. permissible by law and to sell the same to various purchasers on ownership basis and appropriate the sale proceeds.

E. The said land is earmarked for the purpose of Residential project, comprising 532 apartments and the said project shall be known as "Terra Elegance".

F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and

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interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

G. The UIT, BHIWADI has granted the commencement certificate to develop the Project vide its approval number 361-62/14

H. The details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under:-
There is a loan of Rs. 25 Crore Outstanding as on date sanctioned by Oriental Bank of Commerce.

I. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "Terra Elegance" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 19571.22 square meters situated at Khasra No 1289/1025 Bhiwadi Alwar Highway, Khijuriwas, Tijara, Alwar -301707.The location details are fully described in the Schedule 1 Part A .

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

K. The Site Plan / Layout Plan of the said Project has been sanctioned by the Urban Improvement Trust, Bhiwadi vide its Letter No. 361-62/14 dated 06/05/2014. A copy of the Site Layout Plan is enclosed.

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L. Approval of Specifications of the Said Project and permission of building construction up to 44.95 meters height under the relevant legal provisions has been accorded vide Letter No. 361-62/14 dated 06/05/2014 by the UIT BHIWADI. The Specifications of the Project are specifically mentioned in Schedule 3

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

M. The details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule 2.

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

O. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project, are specifically mentioned in Schedule 5.

P. The details of other external development works to be taken for the project are specifically mentioned in Schedule 6.

Q. The details of specifications of material used in construction are specifically mentioned in Schedule 7.

R. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is specifically mentioned in schedule 8.

S. Temporary fire NOC for the Project has been accorded by the Municipal Corporation vide No. FIRE/1405 dated 14/06/2013.

T. The Airport Authority of India has also granted NOC for height clearance for the Project (Not Applicable)

U. Environmental Clearance from the department concerned has been obtained for the Project vide Letter No. F.1(4)/SEIAA/SEAC-Raj/Sectt/Project/Cat.8(a)B(611)/13-14 Dated 31/01/2014

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V. The Promoter has opened a separate account in Branch Gurgaon Overseas of OBC BANK for the purpose as provided in subclause (D) of clause (l) of sub-section (2) of section 4.

W. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment () 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/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

X. That the Allottee understands that the Seller is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Seller in respect of it.

Y. 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 1 Part B and the floor plan of the apartment is annexed hereto and marked as Schedule 2.

Z. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

For Elegent Infrastructure Pvt. Ltd.

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AA. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable).

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

1. TERMS

i. Subject to the terms & conditions as detailed in this Agreement, the Promoter/Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment.

ii. The Total Price for the Apartment based on the carpet area with full break up is more particularly described in Schedule 9 Part A.

iii. The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment.

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

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

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

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

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

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

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

vi. The Total Price of unit includes price of land, construction of, not only the Unit but also, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the Unit, the right to use the common areas, lift, , fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.

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

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

viii. 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 subsection (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 Part B Schedule 9.

ix. 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.

x. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act,and such consent shall not be unreasonably withheld by allottees.

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

xi. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date 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 Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of at the same rate per sq. ft. of Carpet Area as mutually agreed by the parties at the time of agreement.

xii. The Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

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

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

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas,

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

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

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

xiv. 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 . 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.

xv. The Allottee has paid a some of Rs.---------- (Rupees---------- only) as booking amount being part payment towards the Total Price of the Apartment and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan 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).

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2. **ADVANCE PAYMENT**: That the Allottee has paid a sum of as mentioned in Schedule 9 Part B (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) to the Seller in the manner mentioned therein as advance against booking, the receipt of which, the Seller do hereby acknowledge.

3. **BALANCE CONSIDERATION**: The Allottee hereby agrees to pay the balance Sale Consideration as per the details/ manner mentioned in Schedule 9 Part B. The Seller and the Allottee hereby agree that the amount paid to the extent of 10% of the Sale Consideration of the Demised Premises shall be treated as the "Earnest Money".

4. **MODE OF PAYMENT:** Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Elegant Infrastructure Private Limited** payable at_____.

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

5. **COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

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

   5.2 The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the

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residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.

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

6. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Unit , if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

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

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

9. **POSSESSION OF THE APARTMENT**:

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9.1 Schedule for possession of the said Apartment :– The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

9.2 Procedure for taking possession :- The Promoter, upon obtaining the Occupancy certificate from the competent authority shall vide "offer letter" offer the possession in writing of the Apartment with demand of all the outstanding dues, Interest (if any) and stamp duty, registration charges and documentation charges, other incidental charges. Further the promoter shall subject to the payment of entire dues, execute and register a conveyance deed and convey the title of the apartment and also handover the possession of the apartment to the allottee within 2 months from the date of obtaining the Occupancy Certificate. It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed. After the expiry of 2 months from the date of issue of occupancy certificate . The allottee shall be liable to pay maintenance charges along with taxes as determined by the maintenance agency /Promoter / Maintenance society as the case may be. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment

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of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis".

9.3 Possession of the Allottee :- After obtaining the Occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society .

9.4 Failure of Allottee to take possession of Apartment:- If the **Allottee(s)** fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the **Allottee(s)**. The **Allottee(s)** shall be liable to pay a sum of **Rs. _____/- (Rupees _____ Only)** per month per unit as delay compensation (Rs. 10 for per Sq. Ft. of built up area of the apartment) to the **PROMOTER** for the period it delays to take over the possession. The failure to take possession shall not absolve the **Allottee(s)** of its liability to pay maintenance charges, etc., to the **PROMOTER**. The **Allottee(s)** shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

9.5 Cancellation by Allottee :- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 45 days of such cancellation.

9.6 Cancellation by Allottee(s) after Completion Certificate:- Notwithstanding anything contained anywhere in this Agreement, the

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Allottee shall not be entitled to cancel /withdraw from the Said Project after issue of completion certificate.

9.7 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 in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

10. TAXES & LEVIES: That in addition to the Sale/Purchase consideration of the Apartment/unit, the Allottees shall bear all taxes, levies or assessments including lease money whether levied before or leviable now or in future on the Land and the Building as the case may be, falling due from the date of execution of this Agreement. The Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Apartment/unit and for execution and registration of Sale Deed or for transfer or Conveyance in relation to the Apartment/unit.

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11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

(i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;

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

(iii) There are no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;

(iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been

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issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

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

12. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

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

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

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

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

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of

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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.

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

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

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

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refuse possession of Unit to the Allottee(s) till payment of amounts is recovered;

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

e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :

(i) The Booking Amount;

(ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;

(iii) The interest paid/payable by the Allottee(s) to the Promoter,any actual loss , brokerage if applicable;

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

13. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the by the maintenance society .

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

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

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

14. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

16. **USAGE**

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

17. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT

(i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment,

(ii) All fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Association of Allottees and no where else. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by

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the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

(iii) The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

(iv) That the said ownership rights in the said Flat have been agreed to sold to the Allottee only for the specified purpose of being used as Residential purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the said Premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.

(v) That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other flats and/or Common Area / Common Parts/ Facility in the Complex.

(vi) That the Allottee shall not do or suffer anything to be done in or about the said Flat which may tend to cause damages to any Common Area/ Roads/ Streets in the Complex or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.

(vii) That the Allottee shall not at any time demolish the structure of the said flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof.

(viii) That the ALLOTTEE may, however, make suitable changes in the said Flat as provided hereinafter without causing damage or harm to the structure of said Flat & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.

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(ix) That the ALLOTTEE shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, or any external wall of the Flat, which in the opinion of Promoter differ from the overall scheme of the Complex.

(x) That neither the Allottee nor the occupant of the said Flat shall put up any signboard, hoardings, publicity or advertisement material, outside the Flat or anywhere in the Common Area / common Parts. The Allottee shall be allowed to put up his name-plate at the space provided by the Promoter for this purpose.

(xi) That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.

(xii) That any explosives, combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by the Allottee under any circumstances in the said Flat.

(xiii) That the ALLOTTEE shall carry out day-to-day maintenance of the said Flat and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Flat at its own costs without affecting and disturbing other flat/Units/office spaces holders.

(xiv) That he shall comply with and carryout, from time to time, after it has taken possession (as defined in this Agreement) of the Flat all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Flat, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

(xv) The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Flat owners and to pay any fees, subscription charges thereof and to complete such documentation and

formalities as may be deemed necessary by the Company for this purpose.

(xvi) The Promoter shall facilitate the electricity connection for the said apartment and Allottee shall be required to maintain separate electric connection for the said Flat in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The ALLOTTEE has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Flat and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Flat. However, cabling, MCB main switch will be provided by the Promoter.

(xvii) The Allottee shall be permitted to carry out at his / her own cost but without damaging the main structure of the said Flat as well as ceiling, etc inside the premises of the Flat, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc,.

(xviii) The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

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(xix) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

(xx) The Allottee(s) agrees and understands that except the Unit as described in attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.

(xxi) The Allottee undertakes not to sub-divide the said Flat, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Flat, in favour of any person / PROMOTER by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person / PROMOTER so inducted by the ALLOTTEE shall also be bound by the terms and conditions of this Agreement. The PROMOTER or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person / PROMOTER / entity who has been inducted in the said Flat, originally agreed to be sold to the ALLOTTEE, irrespective of the fact whether such entry in the Flat of the ALLOTTEE is permissive or hostile.

(xxii) Each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall pay by allottee in proportion to the carpet arae such apportionment shall be made by the Promoter or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be levied on such due amount.

(xxiii) Since the said Flat agreed to be sold is a part of Complex and it is in the interest of the Allottee / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Complex including the common areas and to give an effective hand to the PROMOTER or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the

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PROMOTER or its nominee and lawful occupants of the various flats in general, to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this purpose, the ALLOTTEE agrees that the PROMOTER or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the complex will be at liberty to call upon the ALLOTTEE / lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of security services will not cast any liability of any kind upon the PROMOTER or its nominee.

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

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

19. ADDITIONAL CONSTRUCTIONS:

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

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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.

21. BINDING EFFECT :

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Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ---------- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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The Promoter may, at Its sole 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.

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.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to 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.

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

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

28. FURTHER ASSURANCES:

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

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29. PLACE OF EXECUTION:

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

30. NOTICES:

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

M/s.....	Allottee(s) name
Address.....	Address.....

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

31. JOINT ALLOTTEE:

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

32. SAVINGS:

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

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33. **JURISDICTION:** That, the High Court of Judicature for Haryana, at Gurugram bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

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

35. **LOAN FACILITY:**

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

i The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by

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the Allottee , failing which, the delay payment clauses shall be applicable.

36. **PARKING:**

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

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

38. **ASSIGNMENT:** The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion,

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permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The ALLOTTEE assures that the PROMOTER shall not be liable on any account, whatsoever, in respect of any transaction between the ALLOTTEE and his / her nominee(s). It is distinctly understood by the ALLOTTEE that upon such transfer, the ALLOTTEE shall no more be entitled to any privileges and facilities, if any, available in the said Flat arising from the allotment of the said Flat. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

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

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

39. ELECTRICITY CONNECTION:

i. That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is incurred by the Promoter. The

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Purchaser shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.

ii. The Allottee has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.

iii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.

iv. Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter /Society.

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

40. INDEMNIFICATION: The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage

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directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

41. **SPECIFIC PERFORMANCE:** The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.That this Agreement has been executed in duplicate. One copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.

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

43. That all annexures and Schedules annexed with Agreement are integral part of this Agreement.

For Elegent Infrastructure Pvt. Ltd.

Director

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 Address 2- Signature Name Address

For Elegent Infrastructure Pvt. Ltd.

Director

Schedule-1

Part A

(Details of land holdings of the Promoter and location of the Scheduled Land)

The piece and parcel of the plot of land admeasuring 19571.22 sq. mtr. and there about lying and situated at Khasra No 1289/1025 Bhiwadi Alwar Highway, Khijuriwas, Tijara, Alwar -301707, bounded on the:-

In North .....
In South .....
In East .....
In West .....
And measuring
North to South .....
East to West .....

Latitude/ Longitude of the end points of the Project
In North .....
In South .....
In East .....
In West .....

Other details of the location of the Project

Part B

Description of flat/unit

Application No.	
Apartment No.	
Carpet Area	
Floor	
Tower /block/building No.	

Built Up Area
Super Built up area

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Schedule 2

Floor Plan of the Apartment and Block/Tower in the said project

Schedule 3
(Specifications of the Project)

Schedule 4
(Detailed Plan of Development Works to be undertaken)

Schedule 5

(Detailed of salient features of the Proposed Project)

Schedule 6

(Other External Development Works)

Schedule 7
(Details of Specifications of Material used in construction)

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

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

Schedule-9

Part A

Total Price of the apartment based on the carpet area is Rs. _____(In words Rupees_____only)

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Additional Payments (Which are specifically mentioned in this agreement):-

(i) Maintenace Deposit
(ii) Society Registration Charges
(iii) Gas bank connection charges
(iv) Electricity connection charges
(v) Charges towards government development water supply

Part B

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

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

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

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	**Time of Payment**	**Amount Payable in % on Total price**
1		
2		
3		
4		
5		

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6		
7		
8		
9		
10		
11		
12		
13		

Schedule-10

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

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

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15. D.G. Set for common areas

16. Boundary Wall

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