SPECIAL ADHESIVE

शपथ पत्र

मैं बासुदेव शर्मा पुत्र श्री मांगी लाल शर्मा, उम्र 62 वर्ष निवासी 8सी–59, प्रताप नगर, टोंक फाटक, जयपुर 302015 अधिकृत हस्ताक्षरकर्ता मैसर्स रिगालिया बिल्डर्स कार्यालय 6डी, कॉर्पोरेट टॉवर ए–2, जवाहर सर्किल के पास, जवाहर लाल नेहरू मार्ग, जयपुर 302017 शपथ पूर्व घोषणा करता हूँ कि:–

1. यह कि आवासीय परियोजना रेनबो फेस–3 के रेरा पंजीकरण के लिए प्रस्तुत किये गये विक्रय अनुबंध (फार्म–जी) की मूल भावना रेरा के नियम एवं एक्ट के अनुसार है।
2. यह कि प्रस्तुत किये गये विक्रय अनुबंध में किसी प्रकार की कमी के लिए मैसर्स रिगालिया बिल्डर्स जिम्मेदार होगा।

NOTARY GOVT. OF INDIA

For Regalia Builders

Auth. Signatory

हस्ताक्षर शपथ ग्रहिता

सत्यापन

मैं मैं बासुदेव शर्मा पुत्र श्री मांगी लाल शर्मा, उम्र 62 वर्ष निवासी 8सी–59, प्रताप नगर, टोंक फाटक, जयपुर 302015 अधिकृत हस्ताक्षरकर्ता मैसर्स रिगालिया बिल्डर्स उपरोक्त पेरा 1 व 2 में प्रस्तुत कथन मेरी निजी जानकारी में सत्य है।

ATTESTED
NOTARY PUBLIC
JAIPUR
25 SEP 2017

For Regalia Builders

Auth. Signatory

हस्ताक्षर सत्यापनकर्ता

Allotment Letter

(UNDER PRADHAN MANTRI AAVAS YOJNA)

Booking/Allotment No. _____ **Date:** _____

_____ _____ _____ _____

Address: _____ _____ _____ _____ _____ _____ _____ _____.

Ref :- Your Registration Form No. _____ _____ **for Allotment of Flat in Township Project "Rainbow" at Jagatpura, Jaipur.**

Sub:- Allotment of Flat at Township Project "Rainbow" Located @ GH-1, Scheme Ashadeep King's Court Village Jirota, Tehsil, Sanganer, Jaipur, Raj.

Dear Madam/Sir,

Heartily Congratulations!!!

We are pleased to inform you that you have been allotted Flat No. _____ _____ having *Super Built-Up Area **800.00 Sq. ft.** (Approx) (Corresponding **Built-Up Area **645.00 Sq. ft.** and ***Carpet Area of **534.75 sq. ft.**) ("Said Flat") in the residential project named "Rainbow" being developed at GH-1, admeasuring 23887.39 sq.mts situated at Village Jirota, Teh. Sanganer, Distt. Jaipur, ("Project"), by Regalia Builders ("Seller"), against your Registration/Application no. _____ _____ dated _____ _____ ("Registration Form"), in accordance with the term & conditions of Registration Form and this Allotment Letter. The Patta of the said plot was issued by JDA on 28-11-2013 in favour of Seller and the same is registered on 02-12-2013 with office of Sub-Registrar, Sanganer(II) Book No. 1, Vol. No. 248, Page No. 26, Serial No. 2013399010266 and Additional Book No. 1, Vol. No. 989, Page No. 225 to 266.

The allotment of the said Flat is subject to the terms and conditions of the Registration Form, this Allotment Letter and the terms and conditions of the Space Buyer Agreement/Agreement to Sell, proposed to be signed with you, including the timely payment of sale consideration and other payments as per the payment schedule, attached to this allotment letter.

(*Carpet Area:- "Carpet Area" As** define in RE(R&D) act. of 2016 shall mean the net usable floor area of an apartment excluding the area covered by external walls, area 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.)

(Built Up Area (BUA):- "BUILT UP AREA"** of a flat shall mean an area covered by Room, Kitchen, Toilets, Balconies, and Veranda etc. taking external dimension, However 50% area of common walls separating it from other flats shall be taken.)

(*Super Built Up Area (SBUA):- "SUPER BUILT UP AREA" of a flat shall mean an area covered by Room, Kitchen, Toilets, Balconies, and Veranda etc. However 50% area of common walls separating it from other flats and proportionate share in the common area of the project/building shall be taken as per approved plan of it.)

TERMS & CONDITIONS OF ALLOTMENT OF FLAT IN THE RESIDENTIAL PROJECT NAMED "RAINBOW".

1. The total sale consideration of the Said Flat is ₹ _____ _____/- **(Rupees** _____ _____ **Only) ("TSC").**
2. The TSC mentioned hereinabove does not include the following charges/ deposits/taxes, etc., which shall be payable by the Allottee to the Seller in addition to the TSC:

i. Maintenance Deposit (MD) of ₹ _____ _____/- (**Rupees** _____ _____ **Only**);

ii. Service Charges of ₹ 5000/- (Rupees Five Thousand Only) for providing support/assistance for registration of Sale Deed of the Said Flat.

iii. All present and future taxes, duties, levies, including service tax, GST & VAT, etc. on the amounts paid to the Seller and in respect of the Said Flat calculated on the basis of prevailing rate in force and also in accordance with the applicable laws.

3. The Allottee after carefully inspecting and understanding all the documents in respect of the project land and the said residential project, including permissions/ approvals, sanctioned plans, title documents of the residential project, plans and specifications of the proposed Flat/Unit and common areas, facilities and amenities, etc. is satisfied with the title of the project land and the other details/specifications provided.

4. The Allottee shall make the payment of TSC as per the following payment schedule:-

S. No.	Stages	Amount (₹)
1.	Within 30 days of Flat allotment	10% of Total Sales Consideration After adjusting the initial registration amount
2.	Start of excavation for foundation	5 % of Total Sales Consideration
3.	On Completion of Foundation	10 % of Total Sales Consideration
4.	On Stilt Floor Roof Casting	5 % of Total Sales Consideration
5.	On First Floor Roof Casting	5 % of Total Sales Consideration
6.	On Second Floor Roof Casting	5 % of Total Sales Consideration
7.	On Third Floor Roof Casting	5 % of Total Sales Consideration
8.	On Fourth Floor Roof Casting	5 % of Total Sales Consideration
9.	On Fifth Floor Roof Casting	5 % of Total Sales Consideration
10.	On Sixth Floor Roof Casting	5 % of Total Sales Consideration
11.	On Seventh Floor Roof Casting	5 % of Total Sales Consideration
12.	On Eighth Floor Roof Casting	5 % of Total Sales Consideration
13.	On Ninth Floor Roof Casting	5 % of Total Sales Consideration
14.	On Tenth Floor Roof Casting	5 % of Total Sales Consideration
15.	On Eleventh Floor Roof Casting	5 % of Total Sales Consideration
16.	On Twelfth Floor Roof Casting	5 % of Total Sales Consideration
17.	On Start of Flooring	5 % of Total Sales Consideration
18.	On Hand Over	5% of Total Sales Consideration & MD (Maintenance Deposit) of ₹ 80,000.00

5. That the Seller shall, under normal conditions, complete the Project, as per plans designs and specifications seen and accepted by the Allottee. However, if any changes, alterations, modifications in the BUA, building plans, elevations, specifications, height, width, finishing of the Project are necessitated during the construction of the Flat or as may be required by any statutory authority(s), or otherwise, the same will be effected suitably in accordance with the applicable laws, to which the Allottee hereby gives his unconditional consent. In case such changes result in increase/decrease of more than or equal to 2% of the built up area as mentioned in the Allotment Letter, TSC shall accordingly increase/decrease and Increase/Decrease in TSC and other charges/deposits on account of change in area of the said Flat shall be paid by the Allottee/reimbursed by the Seller, within 30 days of notice of such change.

6. All the payment shall be made through A/c payee cheques/DD/Pay Order and shall be accounted only after realization of said Cheque/DD/Pay Order in the

account of the Seller. The timely payment of installments is the essence of the allotment of Said Flat. If there is delay in the payment of any installment or any other payment under this Allotment Letter, interest at rate of 15% per annum & applicable GST thereon shall be charged on delayed payment for the period of delay.

7. If the payment of due amount with interest is delayed for more than 3 months, the Seller shall be entitled to cancel this allotment and refund the amount paid by the Allottee after forfeiting the amount equal to 10% of amount of demand raised or amount paid, whichever is lower, ("Earnest Amount") and the Allottee shall have no lien on the said Flat. However, such refund shall be made only after sale/booking of the said Flat to any other person.

8. Allotee has a right to use the Club House/Other Facilities subject to regular payment of due amounts and applicable charges.

9. The Allottee shall have no ownership claim or right of any nature in respect of any un-allotted spaces in the Project. Such un-allotted spaces shall remain the exclusive property of the Seller, which they shall be free to deal with, in accordance with applicable laws.

10. The Allottee will only be entitled to assign this allotment only after payment of 50% of TSC on payment of transfer fee of ₹ 25,000/-.

11. This allotment shall be deemed to be confirmed only after receipt of Booking Amount i.e. 10% of TSC.

12. An Agreement to Sell containing detailed terms and conditions will be executed within thirty (30) days of payment of Booking Amount (i.e.) 10% of TSC.

13. The sale deed in respect of the said Flat shall be executed and registered in favour of the Allottee and the possession of the said Flat will be handed over to the Allottee subject to receipt of full and final payment of all moneys payable by the Allottee as per terms & conditions mentioned herein and under the agreement to sell.

14. All taxes, levies or assessments, falling due from the date of offer of possession by the Seller shall be borne by the Allottee. Any stamp duty and/or other taxes, duties and levies as may be applicable in respect of transfer/conveyance of the said Flat in favour of the Allottee shall be payable/chargeable in addition to the TSC of the said Flat.

15. That the Allottee shall bear the proportionate cost of insurance of the Project/Project Land, if obtained, along with all the allottee(s) in the ratio of their respective areas of the Flat held by them. However, the contents of the said Flat shall be insured by the Allottee at his/her own cost.

16. The Applicant(s) shall abide by all the rules/regulation/maintenance agreement/ terms of contract/bye-laws of the Maintenance Agency or other body/entity formed for the maintenance of the Project or any entity appointed by the Seller/Maintenance Agency for the said purpose.

17. In case the Allottee fails to take possession of the said Flat within 30 days from the date of offer of possession of the said Flat by the Seller, it shall be

considered as deemed possession of the Flat on 31st day, provided the complete payment of TSC including MD has been made by the Allotee.

In case total TSC has not been paid including MD, the Seller shall have the right to cancel/terminate the allotment of said Flat and forfeit Earnest Amount. However the Seller decide not to cancel/terminate the allotment of said Flat, then the Allottee shall be liable to pay the outstanding dues with interest as decided in the agreement and the holding charges @ ₹ 2000/- per month (for the purpose of maintenance) for the period of delay in taking possession of the said Flat.

18. In case of failure of Allottee to pay the maintenance charges, other charges on or before the due date, the Allottee in addition to permitting the Seller/ Maintenance Agency to deny him/her/them the maintenance services, shall also be liable to pay interest @ 18% per annum on the due amount till the actual payment of such amount.
19. Interest accrued out of MD (Maintenance Deposit) shall be used for maintenance of common area, basic and common facilities through a Maintenance Agency to be appointed by the Seller. However, in case of any shortfall in the interest amount, the Allottee shall additionally pay proportionate charges along with other allottees in the Project. The Allottee shall also pay charges @ ₹ 200/- per month along with other allottees in the Project to the Seller/Maintenance Agency for replacement of capital machinery and equipment, major renovations, repairs, etc. in the Project, as and when required.
20. Any conditions not specifically mentioned in the Registration Form/ Allotment Letter or Agreement to Sell shall be as per prevailing trade practice.
21. The Allottee undertake(s) to abide by all the laws, rules and regulations in respect of the transaction and/or any other law as may be applicable to the said Flat.
22. The Court of Jaipur alone shall have jurisdiction in all or any matter arising out this allotment or any matter ancillary to it.
23. Any dispute or difference between the Allottee and Seller shall be resolved amicably by mutual consent. In absentia, it shall be resolved by the sole arbitrator appointed by mutual consent of the Seller and the Allottee who shall resolve the dispute in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The place of Arbitration will be Jaipur and award of the Arbitrator shall be final and binding on both the Parties. The language of arbitration shall be English.
24. The site plan of the Flat is also enclosed.

Assuring you the best of our services

Thanking you,

Yours Sincerely,

(REGALIA BUILDERS)

Authorized Signatory

ACCEPTANCE FORM

I/We hereby accept the Allotment of Flat bearing number _____ _____ admeasuring approx. *Super Built-Up Area **800.00 Sq. ft.** (Approx) (Corresponding **Built-Up Area **645.00 Sq. ft.** and ***Carpet Area of **534.75 sq. ft.**) in the Residential Project "Rainbow" situated at GH-1, Scheme Ashadeep King's Court, Village Jirota, Tehsil Sanganer, Jaipur (Rajasthan) by Regalia Builders subject to the terms & conditions mentioned in the Registration Form and Letter of Allotment.
Thanks and regards,

_____ _ _____ _____ _ _____
(Allottee)

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Jaipur on _____

BY AND BETWEEN

REGALIA BUILDERS a Partnership Firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 6D, Corporate Tower A-2, Near Jawahar Circle, JLN Marg, Jaipur-302017 **(PAN-**AAOFR2142L**)** through its Power of Attorney holder , Shri Basu Deo Sharma S/o late Shri Mangi Lal Sharma R/o 8/C-59, Pratap Nagar, Tonk Phatak, Jaipur (Aadhar No.5968 4645 6432) duly authorized *vide* Power of Attorney dated _____ [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 their legal successor(s), administrator(s), executor(s)& permitted assignee(s) including those of the respective partners] of the **ONE PART.**

AND

_____ _____ (Aadhar No. _____ _____), Son/Daughter/Wife of Mr. _____ _____, R/o _____ _____ _____**CITY**_____ _____**STATE**_____ _____**PIN**_____ (PAN _____ _____) jointly with Mr./Ms./Mrs _____ _____ (Aadhar No._____), Son/Daughter/Wife of Mr. _____ _____, R/o _____ _____ (PAN _____ _____) ; hereinafter singly/jointly 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), administrator(s), executor(s) & permitted assignees) of the **OTHER PART**.

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

INTERPRETATIONS/DEFINITIONS

I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-

a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.

b) **"APPLICABLE LAWS"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate

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

c) "**AUTHORITY**" shall have the meaning ascribed in Recital F

d) **"ALLOTTEE(s)"** means and includes:

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

ii. If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;

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

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

e) **"BROCHURE"** means brochure showing details and specifications of the Project (defined herein below) as circulated by the Promoter at the time of booking of Flat, a copy of which is annexed herewith as **Annexure-II**.

f) **Building/complex: - Building/complex** shall mean the multi storied residential complex named "**Rainbow**" having 13(G+12) stories proposed to be developed upon the schedule land.

g) **Super Built Up Area (SBUA):- "SUPER BUILT UP AREA"** of a flat shall mean an area covered by Room, Kitchen, Toilets, Balconies, and Veranda etc. However 50% area of common walls separating it from other flats and proportionate share in the common area of the project/building shall be taken as per approved plan of it.

h) **Built Up Area (BUA):- "BUILT UP AREA"** of a Flat shall mean an area covered by external walls of flat including area of balcony and verandah etc. However, common walls separating one Flat from another, 50% area covered by such common walls shall be taken.

i) "**CARPET AREA**" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the

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

j) **COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT:** shall mean such common areas, facilities, equipments and spaces in the Whole Project meant for common use of and enjoyment of all the occupants of the Whole Project (as defined herein-below) and more particularly detailed in the **Part- I of Schedule- E** attached hereto. However, any areas, facilities and equipments reserved by the Promoter for a specific Phase/group/person(s) or occupants of a specific part of the Whole Project, including EXCLUSIVE COMMON AREAS AND FACILITIES OF THE SAID PROJECT (defined herein-below), shall not form part of common areas and facilities of the Whole Project.

k) **COMMON AREAS AND FACILITIES OF THE SAID PROJECT** shall mean such common areas, facilities, equipments and spaces in the SAID PROJECT, which are meant for common use and enjoyment of all the occupants of the SAID PROJECT (as defined herein-below) and more particularly detailed in the **Part- II of Schedule- E** attached hereto.

l) **EXCLUSIVE COMMON AREAS AND FACILITIES OF THE SAID PROJECT** shall mean such common areas, facilities, equipments and spaces in the SAID PROJECT, which are exclusively meant for common use and enjoyment of all the occupants of the SAID PROJECT (as defined herein-below) and more particularly detailed in the **Part- III of Schedule- E** attached hereto.

m) "**CONVEYNACE DEED**" (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Facilities of the Said Project/Common Areas and Facilities of the Whole Project shall mean written instrument executed between the Promoter and the Maintenance Association through which the ownership of the Common Areas and Common Facilities is transferred in favour of the Maintenance Association by the Promoter subject to and in accordance with the terms of this Agreement.

n) Flat shall mean the space in the building/complex intended and/or capable of being independently and exclusively occupied.

o) **"INTEREST"** means the interest to be charged at the rate of 15% per annum.

p) **"APPROVED PLANS**" shall mean the plans and designs of Flats 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.

q) **"MAINTENANCE ASSOCIATION"** shall mean society, association or or a co-operative society, as the case may be, formed by the owners of the units/flats/Flats in Said Project (as defined below), which forms part of the Whole Project, for the purpose of maintaining the Common Area and Facilities of Whole Project and Common Area and Facilities of the Said Project and subsequent phases of the Whole Project, as and when the common areas and facilities of such subsequent phases, including the Common Areas and Facilities of Said Project, are handed over to the Maintenance Association as per the Act.

r) **"OFFER LETTER"** shall have the meaning ascribed under Clause 7.2 of this Agreement.

s) "**PAYMENT PLAN**" shall have the meaning ascribed under Clause 1.7 of this Agreement.

t) **"PARA"** means Para of this Agreement.

u) "**PROJECT LAND**" shall mean portion of the Scheduled Land admeasuring **23887.39 sq. mtrs.** On which the Said Project, being the 2nd Phase of Whole Project, is developed by the Promoter and more particularly described and detailed in in **Part II of Schedule A** & earmarked in **Annexure-IV**.

v) **"REGULATION"** means regulations made under the Act.

w) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

x) **"SCHEDULE"** means the Schedule attached to this Agreement.

y) **"SECTION"** means the section of the Act.

z) "**SCHEDULED LAND**" shall mean whole of land admeasuring **23887.39 sq. mtrs.** and thereabout lying and situated at Flatge Jirota, Tehsil- Sanganer on which the Whole Project, comprising of different phases, is being developed and more particularly described in **Part I of Schedule- A.**

aa) "**SAID PROJECT**" shall mean the 2nd Phase of Whole Project (defined herein-below), being constructed and developed upon the Project Land comprising of Two

Tower namely A1 and A2 having 96 Flats, with the Facilities of Said Project (as defined hereinabove), all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and more particularly detailed in **Schedule-B** attached herewith.

bb) "**WHOLE PROJECT"** shall mean the residential project comprising of flats, Flats, parking facility, club house, other amenities and facilities etc. constructed/to be constructed in different Four phases on the Scheduled Land.(As marked in Annexure-IV)

cc) "**UNIT**" shall have the meaning ascribed in Recital R of this Agreement.

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

WHEREAS THE PROMOTER DECLARES THAT:

A. A Patta dated 28th November, 2013 was issued by Jaipur Development Authority (hereinafter referred to as the "**JDA**") in respect of the plot no. GH-01 admeasuring 23887.39 Sq. Mtr situated at Flatge Jirota, Tehsil Sanganer, Jaipur (more particularly detailed in **Part I of Schedule-A** attached hereto and hereinafter referred to as the "**Scheduled Land**") for the integrated township project in favour of Regalia Builders i.e. Promoter and the same was registered on 02.12.2013 with office of Sub-Registrar, Sanganer (II) at Book No. 1, Vol. No. 248, Page No. 26, Serial No.2013399010266 and Additional Book No. 1, Vol. No.989, Page No. 255 to 266.

B. Accordingly, the Promoter has a legal title to the Scheduled Land and is absolutely seized and in lawful possession of the Scheduled Land.

C. The Scheduled Land is earmarked for the purpose of development of an integrated township project comprising of 120 Villas and multistoried residential towers in different phases.

D. The Promoter being the absolute owner and in possession of the Scheduled Land framed a scheme for developing residential project to be known as **"Ashadeep Rainbow"** upon the Scheduled Land. The However, for convenience and ease of construction, sales and marketing, the Whole Project has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project (as defined hereinabove in clause 'z') being 2nd phase of the Whole Project upon the Project Land after getting necessary permissions/approvals from competent

authorities. The location details of the Said Project being developed upon the Scheduled Land is fully described **in Part I of Schedule A**. .

E. Except as disclosed under this Agreement, the Project Land is free from all encumbrances.

F. The Said Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated _____and the Said Project's Registration Certificate No. is _____. This Registration is valid for a period of _____years commencing from_____, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www._____) of the Authority.

G. The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project, out of which some common areas, facilities and amenities, which fall within a particular phase of the Whole Project, would be developed with that phase, like, Common Areas and Facilities of Said Project and some common areas and facilities of each phase would be for exclusive use of occupants of that particular phase, like, Exclusive Common Areas and Facilities of Said Project. Whereas, some common areas, facilities and amenities would be spread across the Whole Project, which would be common for all the occupants of the Whole Project, irrespective of any phase of the Whole Project, and would be developed as a part of that phase where it is located i.e. Common Area and Facilities of Whole Project. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further agreed by the Allottee(s) that the Common Areas and Facilities of Whole Project would be developed in phases i.e. along with the phase of which such common area/facility/amenity is a part. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the allottees of the Whole Project shall have equal right in the Common Areas and Facilities of the Whole Project and the Allottee(s) shall not obstruct and/or cause any hindrance to any allottees belonging to any phase in the Whole Project. However, the Allottee(s) shall not be entitled to use common areas, facilities and amenities, which are for common use of occupants of a particular phase, like, the Exclusive Common Area and Facilities of Said Project.

H. The following approvals and sanctions have obtained in respect of the Whole Project:-

(a) Commencement certificate to develop the Said Project granted by _____ *vide* its approval no. _____ dated _____.

(b) The approved layout plan of the Whole Project namely, **"Ashadeep Kings Court"** containing Group Housing Plot GH-01 was approved on 03.10.2013 by JDA and

consequentially a lease deed was issued in favor of **M/s Regalia Builders** on 28.11.2013. A copy of the same is enclosed herewith and marked as **Annexure- I**.

(c) Approval of the Whole Project with permission of construction of Villas upto 6.5 meters height (G+1 floor) to be developed in Phase-1st (Said Project) and 8 multistoried residential towers to be developed in another phases, construction upto 39.70 meters height (G+12 floor) under Applicable Laws has been accorded in the 187th meeting of BPC (BP) held on 26.10.2016 at agenda item No. 10 and conveyed it vide Letter No. **ज.वि.प्रा. /स.स./बी.पी.सी(बी.पी.)**/2016/**डी**-2358 dated 03.11.2016 respectively by the Jaipur Development Authority.

(d) As per letter no. **प** 18 **(**25**) न वि वि/samanसामान्य/**2014 **दिनांक** 27-06-2017 of Urban Development Department, Government of Rajasthan, Fire NOC is not required at this stage. It is required at the time of getting completion certificate of the said project, however developer has applied for it

(e) The Airport Authority of India has also granted NOC bearing No. **JAIP/NORTH/B/091516/171615** dated **15-09-2016** for height clearance for the Whole Project.

(f) Promoter has applied to concerned department for Environmental Clearance for all the project which is under process.
However for 1st and 2nd phase constructed area is less then 2.00 Lac sq. ft. So it is not required at the stage of construction of 1st and 2nd phase.

I. The Promoter agrees and undertakes that it shall not make any changes to Approved Plans of the Said Project except in strict compliance with Section 14 of the Act and other Applicable Laws.

J. The details of the plan of Development Works to be undertaken in 2nd phase of the Whole Project i.e. the Said Project including facilities as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- F**.

K. The details of salient features of the Said Project including access to the Said 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 Said Project have been specifically provided in **Schedule- B** attached hereto.

L. The details of other external development works to be taken for the Said Project have been specifically provided in **Schedule- K** attached hereto.

M. The details of specifications of material used in construction of the Said Project have been specifically provided in **Schedule- L** attached hereto.

N. The time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- J** attached hereto.

O. The Promoter has opened a separate account in **HDFC** Bank in Branch **Shopping Centre, Tonk Road, Jaipur** Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.

P. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Project Land on which the Said Project is being developed have been completed.

Q. The Allottee(s), being aware of the Said Project and details given above as well as in the Brochure has applied for allotment and to purchase a Flat in the Said Project *vide* its registration/application form no. _____ _____ dated _____ _____ ("**Registration Form**"). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ _____ only) as an advance payment / booking amount including application fee and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in Clause 1.4 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.

R. On application, as aforesaid, the Allottee(s) has been allotted following Flat in the Said Project:-

(a) Flat No. _____ _____

(b) (i) Super Built-up area of **800.00** sq. ft.
(ii) Built-up area of **645.00** sq. ft
(iii) Carpet area of **534.75** sq. ft.

and pro rata share in the Common Area and Facilities of the Said Project (the layout plan of the said Flat is annexed herewith as **Annexure- III** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "**Unit**"**).**

S. The details of floor plan of the Flat No. _____ in the Said Project is given in **Schedule- D.**

T. 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 Said Project/Whole Project.

U. 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.

V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Unit.

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

1. **TERMS**:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive said Unit.

1.2 The Total Sale Consideration of the Unit is Rs. _____ _ _____/- (Rupees _____ _____ only) for carpet area **534.75** Sq. ft. of said Unit (hereinafter referred to as "**Total Sale Consideration of Unit**"),

1.3 The Total Sale Consideration of Unit does not include and thus, the Allotee(s) shall additionally bear and pay following taxes, charges, deposits etc (hereinafter referred to as "**Additional Payments**")

a) Maintenance deposit (**MD**) as per clause 10: Rs. _____ _____ /- (Rupees _____ _____ only);
b) Goods and Service Tax on all the above: Rs. _____ /- (Rupees _____ only);

1.4 The Total Sale Consideration of Unit and Additional Payments in respect of the Unit aggregated to Rs. _____ _____ /- (Rupees _____ _____ only), which shall hereinafter be referred to as "**Total Payable Amount**".

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

1.6 The Total Payable Amount above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods & Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project payable by the Promoter, by whatever name called) uptil the date of the handing of offer of possession of the said Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities of the Said Project to the Maintenance Association, after obtaining the completion certificate. However, the Total Amount Payable does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Amount Payable above does not include upfront maintenance charges, which shall determined by the Promoter on actual basis and payable by Allottee(s) until Common Areas and Common Facilities of the Said Project are not taken over by the Maintenance Association after obtaining completion certificate of Said Project.

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

Provided further that if there is any increase in the taxes after the expiry of the schedule 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).

1.7 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule- G** 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.

1.8 The Total Payable Amount of said Unit includes price of land, construction of, not only the said Unit but also, the common areas, internal development charges, external development charges, construction related taxes, cost of providing electric wiring of the said Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas(if required), maintenance charges as per clause 10 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Unit and the Said Project.

1.9 The Total Amount Payable 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).

1.10 As mentioned in para Q above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____ _____ /- (Rupees _____ _____ only) out of the Total Amount Payable of Rs. _____ _____ /-(Rupees _____ _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs _____ _____ /- (Rupees _____ _____ only) in accordance with the Payment Plan. .

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per Interest Rate of 15 %.

1.11 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – H** and **Schedule- I** in respect of the said Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, various facilities/ services/ development works/ amenities, which may be provided as part of subsequent phases of Whole Project and which does not form part of Common Areas and Facilities of Whole Project, may be changed depending upon the nature,

requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.

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

1.12 The Promoter shall confirm to the final Carpet Area that has been allotted the Allottee(s) after the construction of the Unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Payable Amount 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 forty five (45) days with interest at Interest Rate of 15% p.a. from the date of last installment of Total Payable Amount. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the said Unit, allotted to the Allottee(s), the Promoter may demand additional consideration, charges, taxes etc from the Allottee(s) with next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 and 1.3 above.

1.13 Subject to clause 9.3, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit , the Allottee(s) shall have the right to the Unit as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the said Unit.

(ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Said Project. Since the share/ interest of Allottee(s) in the common areas of the Said Project 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 and Facilities of Said Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the said Unit includes recovery of price of Project land, construction of, not only the said Unit but also, the Common Areas and Facilities of the Said Project/Whole Project, internal development charges, external development charges, taxes, cost of providing electric wiring of the said Unit, water line and plumbing,

finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per clause 10 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Unit and the Said Project as per the Brochures;

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

1.14 The Promoter will assign/earmark a parking space to the allottee(s) in the project by the way of draw of lottery after completion of said project before delivery of possession for purpose of proper management and utilization of parking area of the Said Project.

1.15 The Allottee(s) agrees and understands that except as expressly provided in para 'R' herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.

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

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

1.18 That the Whole Project shall always be known as "**Ashadeep Rainbow**" and the name of the Whole Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Regalia Builders payable at Jaipur. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the

Promoter. However, the date of credit shall deemed to be date of payment of installment, by the Allottee(s).The RTGS can be made in Bank **HDFC BANK** in the account no. **50200004473242** with IFSC/RTGS code No. **HDFC0000644** in the name of Regalia Builders.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Said Project to the Maintenance Association.

6. CONSTRUCTION OF THE SAID PROJECT:

6.1 The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the said Unit as annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the Approved Plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such Approved Plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under clause 1.11 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

6.2 Notwithstanding anything contained herein, in case the Promoter is unable to commence the development of the Said Project for any reason or is unable to complete the development of the Said Project for any reason or the Promoter do not receive sufficient bookings for the Said Project, the Promoter shall be entitled to terminate this Agreement by giving one month prior written notice and refund all the amount received from the Allottee(s) along with interest computed at Interest Rate of 15% p.a. within 45 days from date of such cancellation.

7. CONVEYANCE AND POSSESSION OF SAID UNIT:

7.1 **Schedule for possession of the said Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Said Project to the Maintenance Association, is the essence of the Agreement. The Promoter assures to handover possession of the said Unit along with ready and complete Common Areas and Facilities of Said Project with all specifications, amenities and facilities of the Said Project in place on or before **30/06/2020** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the Said Project ("**Force Majeure**"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit and the Promoter shall not be liable to pay any

penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which 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 said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest (computed at the Interest Rate of 15% p.a.) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for execution of Conveyance Deed of the Unit and taking possession-** The Promoter, within 30 days of obtaining the occupancy certificate from the competent authority shall *vide* offer letter ("**Offer Letter**") (i) invite Allottee(s) (along with detail of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit and (ii) offer the possession of the Unit. The Promoter shall subject to receipt of Total Amount Payable in respect of the said Unit as per Payment Plan and such other charges as mentioned under this Agreement from the Allottee(s), shall execute and register Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in Common Areas and also handover possession of the said Unit within three (3) months from the date of issuance of the occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter are liable to comply/carry out as per the Applicable Laws provided such failure is not account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / Maintenance Association, as the case may be. The Promoter shall handover the occupancy certificate of the Unit to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1988 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 Allotte(s) shall

have to take possession of the same on as is where is basis. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc or any accident caused to any of machineries installed like electrical equipment, and transformer etc.

7.3 **Handing over of Common Areas and Documents:** After obtaining the occupancy certificate, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Association within thirty days after obtaining the occupancy certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount, amount of interest paid/payable by the Allottee(s) to the Promoter as per this Agreement out of the amounts paid by the Allotttee(s) or any other penalties paid/payable by the Allottee(s) at the time of termination of this Agreement and the balance shall be refunded by the Promoter to the Allottee(s) without any interest within **45** days after re-allotment of such cancelled unit.

7.5 **Compensation** – The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project Land, on which the Said 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 Unit in accordance with the terms of this Agreement, duly completed by the day specified in clause 7.1 above; or 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(s), in case the Allottee(s) withdraws from the Said Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Said Unit, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that if the Allottee(s) does not intent to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest computed at the Interest Rate of 15% p.a. for every month of delay, till the handing over of the possession of the said Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

7.6 The Allottee(s) shall be liable to pay from the date of offer of issuance of Offer Letter, 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 said 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 Said Unit to the Carpet Area of all the Flats in the Said Project. If the Promoter have to pay the aforesaid amount on 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 of 15% p.a. for the period commencing on the date on which the Promoter paid the said amount to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

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

(iii) Except those mentioned in this Agreement, there are no encumbrances upon the Project Land or the Said Project.

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and said 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 in compliance with the Applicable Laws in relation to the Said Project, Unit and Common Areas and Facilities of the Said Project and Common Areas and Facilities of Whole Project.

(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 or arrangement with any person or party with

respect to the Project Land, including the Said Project and the 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 registration of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Maintenance Association.

(x) The Project Land 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 Project Land.

(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 (except the taxes mentioned in Clause 7.7 which shall be paid according to the said Clause) to the competent authorities till Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Maintenance Association, respectively.

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

(xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(a) The Promoter fail to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fail to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

(a) 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

(b) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination notice:
Provided that where an Allottee(s) does not intend to withdraw from the Said Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

(a) Before the issuance of completion certificate for the Said Project, 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, the Allottee(s);

(b) delay/default by Allottee(s) under Clause 9.3 (a) above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard;

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

(d) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;

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

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

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

(a) Upon occurrence of event of default mentioned in Clause 9.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate of 15% p.a. 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) Upon occurrence of event of default mentioned in Clause 9.3(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) Upon occurrence of event of default mentioned in Clause 9.3(c), (d), (e) and (f) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4(b); Further in case of event of default under Clause 9.3(c), till the time Promoter exercise the option to terminate this Agreement they shall be entitled to (1) recover interest as per Clause 9.4 (a); and (b) recover maintenance charges from the date of issuance of Offer Letter; and (c) recover holding/ safeguarding charges @ **Rs. 3000/-** per month on the Total Payable Amount of the Unit; and (d) taxes mentioned in Clause 7.7; (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(c) and Allottee(s) hereby authorizes the Promoter for the same.

(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.

9.5 Upon termination of this Agreement by the Promoter as per 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 within **45** days after re-sale of the unit:

(a) The Booking Amount;

(b) The interest paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(a) and/or 9.4 (c), if applicable;

(c) The amounts payable by the Allottee(s) to the Promoter as mentioned in Clause 9.4 (iii) (b), (c) and (d) when applicable as per Clause 9.4(c).

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

10. MAINTENANCE OF THE SAID PROJECT:

10.1 That until the handover of the Common Areas and Facilities of the Said Project to the Maintenance Association in accordance with the Act. The Promoter shall maintain the Common Areas and Common Facilities of the Said Project at reasonable actual charges; however, one month maintenance charges from the date of obtaining occupancy certificate has been included in the Total Payable Amount for the said Unit as mentioned in **Schedule- G** attached hereto.

10.2 That the Promoter shall enable the formation of a Maintenance Association of allottees in the Said Project as per Applicable Laws with the main object to takeover the responsibility of maintenance/management of Common Area and Facilities of Whole Project as described in **Part I of Schedule- E** and Common Area and Facilities of Said as described in **Part II of Schedule- E** Project and subsequent phases of the Whole Project, as and when the common areas and facilities of such subsequent phases, including the Common Areas and Facilities of Said Project, are handed over to the Maintenance Association as per the Act, The owners of Villas/Flats in the Whole Project shall become members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with the Bye-Laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through a maintenance agency shall maintain the Common Areas and Facilities of the Said Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities in the Said Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of Said Project upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and immediately upon such handover, it shall be the sole responsibility of such Maintenance Association to take care of Common Areas and Facilities of the Said Project. The Allottee(s) shall become member of the Maintenance Association by signing necessary forms/documents and hereby undertakes to comply with the Bye-Laws in letter and spirit.

10.3 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Said Project to Maintenance Association as per the Act, it

shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of the Said Project and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Said Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.

10.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project/Whole Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

10.5 Allottee(s) shall be bound by all the terms and conditions of the Bye- Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per it Bye – Laws.

11. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the said Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (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 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 Clause 20 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

12.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

13. 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.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Association shall have right 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 Association to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Approved Plans. The Allottee(s) shall not be permitted to use the services areas and the

basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Association for rendering maintenance services.

16. GENRAL COMPLIANCE WITH RESPECT TO THE UNIT :

(i) Subject to clause 10 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit 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 Unit, common passages, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Flat is not in any way damaged or jeopardized.

(ii) The Allottee(s) further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Flat or anywhere on the exterior of the Said Project/Whole Project, building therein or common areas.

(iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design as the Flats have some basic features like outside colour scheme of exposed walls, and aesthetic sense of Said Project. It shall be preserved and maintained for all time and Allotttee(s) shall not be entitled to alter/change its basic features in any manner whasoever.

(iv) The Allottee(s) shall not store any hazardous or combustible goods in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Unit.

(v) The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/ Said Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency for the maintenance of Said Project/Whole Project.

(vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole Project.

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

(viii) It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the Said Project/Whole Project.

(ix) The Allottee(s) shall not use the said Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal of immoral purpose.

(x) Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the said Unit in the compound or any portion of the Scheduled Land.

(xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Said Project/Whole Project in which the said Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Said Project/Whole Project and/or the said Unit.

(xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

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

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Said 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the said Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of

receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the said Unit and the said Unit shall be free from all encumbrances at the time of registeration of Conveyance Deed. For the purpose of the same, the Promoter shall provide NOC's etc. as may be required by the Allottee(s).

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s), 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), 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of said Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, annexures, 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 Unit. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing, in a separate agreement duly signed and executed by and between the Parties.

21.1 RIGHT TO AMEND:

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

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

That if the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of applicable transfer fee @Rs. 35000/- (Rupees Thirty Five Thousand Only). Such Transfer will be allowed only after payment of 50% of Total Sale Consideration of Unit. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. However, transferee has to give an undertaking that he shall pay the stamp duty, if demanded by the competent authority on such transfer/assignment of booking/allotment.

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

23. BROKERAGE:

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

24. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

25.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

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 Said Project/Whole Project, the same shall be the proportion which the Carpet Area of the said Unit bears to the total Carpet Area of all the Flats in the Said Project/Whole Project, as the case may be.

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.

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(s), and after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be, if so needed by the Allottee(s) registered at the any office of the Sub-Registrar at Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

30. NOTICES:

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

Promoter	Allottee(s)
M/s REGALIA BUILDERS	_____ _____

6D, Corporate Tower A-2, Near Jawahar Circle, JLN Marg, Jaipur-302017	_____ _____

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

31. JOINT ALLOTTEE:

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all 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(s) in respect of the said Unit prior to execution and registration of this Agreement for said Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

33. GOVERNING LAW:

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

34. DISPUTES:

a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

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

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

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

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third-Allottee)
Signature _____ — (First-Allottee)	Signature _____ _____ (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 Regalia Builders
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

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SCHEDULE-A

Part-I

(Description of Scheduled Land)

Name of Revenue Flatge and Tehsil	Khasra No.	Area (in meters)
Flatge Jirota, Tehsil-Sanganer, Jaipur	Group Housing Plot No. GH-01	23887.39 sq. mtrs.
	Total Area	23887.39 sq. mtrs.

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

In North Sector Road 160'-0" wide
In South Other's Land
In East GH-02 & Other's Land
In West Sector Road 80'-0" wide

And measuring

North to South 201.43 mtrs & 201.71 mtrs
East to West 121.37 mtrs. & 114.08 mtrs

3. Latitude/ Longitude of the end points of the Whole Project

Corner	Latitude (N)	Longitude (E)
NE	26□ -47'-19.6"	75□ -52'-23.4"
NW	26□ -47'-20.6"	75□ -52'-19.5"
SW	26□ -47'-14.4"	75□ -52'-17.1"
SE	26□ -47'-13.5"	75□ -52'-20.6"

4. Other details of the location of the Whole Project:-
Situated at 160'-0" wide sector road of Jagatpura area.

5. Location Map :- As shown in Annexure-II

Part-II

(Description of the Project Land**)**

Group Housing plot GH-01 ad measuring 23887.39 sq.mtr situated at Flatge-Jirota, Tehsil-Sanganer, Jaipur

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SCHEDULE-B

(Details of silent features of Said Project)

S. No.		Flat
1.	Security Automation	• Boom Barriers on Entry & Exit Gate. • Intercom terminal from main gate
2.	Lift	• All lifts with Automotive Rescue Device (ARD) • One lift for every 24 flat (each flat accessible by two lifts)
3.	Electrical	• Full power backup for common area • 0.5 KVA Power Backup with each Flat
4.	Water & Waste Water Management	• Water Supply system • Centralized RO System • Rain Water harvesting system for ground water recharge. • Sewerage Treatment Plant (STP)
5.	Other Facilities	• GAS Bank facility • Right to use One Car parking for each Flat • Copper piping for AC in Bedroom/ Drawing Room
6.	Structure	• Earthquake Resistant Structure
7.	Fire Fighting System	• As Per Norms
8.	Common area Maintenance	• Facility management service by professional company
9.	Club Facilities	• Community Hall • Swimming Pool • Gym • T.T. Room • Indoor Games

Note: - Club facilities will be, made functional with the completion of last phase of the whole project.

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SCHEDULE- C

(Description of the Unit)

The unit consists One Drawing /Dining Room, Kitchen, Two Bedrooms, Two Toilets, and one balcony and one utility balcony.

SCHEDULE-D

(Floor Plan of the Flat in the Said Project)

Covered under Annexure - III

SCHEDULE- E

Part- I

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

Covered under Schedule-B

Part-II

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

Covered under Schedule-B

Part-III

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

1. Exclusive common area: Nil
2. facilities and amenities covered under Schedule "B"

SCHEDULE- F

(Detailed Plan of Development Works to be undertaken)

Phase 2nd of the whole project comprised 96 numbers of Flats i.e. said project. Each Flat is having total Built Up area of **645.00** Sq. ft. (Carpet Area **534.75** Sq. ft.) with all facilities and amenities as mentioned in Schedule "B".

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SCHEDULE- G

(Payment Details)

S. No.	Stages	Amount (₹)
1.	Within 30 days of Flat allotment	10% of Total Sales Consideration After adjusting the initial registration amount
2.	Start of excavation for foundation	5 % of Total Sales Consideration
3.	On Completion of Foundation	10 % of Total Sales Consideration
4.	On Stilt Floor Roof Casting	5 % of Total Sales Consideration
5.	On First Floor Roof Casting	5 % of Total Sales Consideration
6.	On Second Floor Roof Casting	5 % of Total Sales Consideration
7.	On Third Floor Roof Casting	5 % of Total Sales Consideration
8.	On Fourth Floor Roof Casting	5 % of Total Sales Consideration
9.	On Fifth Floor Roof Casting	5 % of Total Sales Consideration
10.	On Sixth Floor Roof Casting	5 % of Total Sales Consideration
11.	On Seventh Floor Roof Casting	5 % of Total Sales Consideration
12.	On Eighth Floor Roof Casting	5 % of Total Sales Consideration
13.	On Ninth Floor Roof Casting	5 % of Total Sales Consideration
14.	On Tenth Floor Roof Casting	5 % of Total Sales Consideration
15.	On Eleventh Floor Roof Casting	5 % of Total Sales Consideration
16.	On Twelfth Floor Roof Casting	5 % of Total Sales Consideration
17.	On Start of Flooring	5 % of Total Sales Consideration
18.	On Hand Over	5% of Total Sales Consideration & MD (Maintenance Deposit) of ₹ 80,000.00

SCHEDULE- H

(Specifications, facilities, amenities which are part of the Unit which shall be in conformity with the advertisement, brochure etc circulated by the promoter at the time of booking of the Flat in the Said Project/Whole Project)

Covered under Schedule - B

SCHEDULE-I

(Specifications, facilities, amenities, internal/external development works etc which are part of the Said Project/Whole Project which shall be in conformity with the advertisement, brochure etc circulated by the promoter at the time of booking of the Flat in the Said Project/Whole Project)

Brochure attached

SCHEDULE- J

Stage Wise Time Schedule of Completion of Said Project

Schedule date of completion of **phase 2nd** shall be **30.06.2020**.

SCHEDULE- K

(Details of other external development work for the Said Project)

Nil

SCHEDULE-L

(Details of specification of material used in construction)

Place	Item	Specification	Brand
Bed Room	**Floor**	Vitrified Tiles	Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	POP Finished	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
Toilet	**Floor**	Tiles	Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	Tiles upto lintel level and POP above	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
	C.P. Fittings	Single Lever	Jaquar/Kingstan/Equivalent
	Sanitary ware	Wall Mounted W.C.	Jaquar/CERA/Hind ware/Equivalent
Balcony	**Floor**	Ceramic anti-skid Tiles	Johnson/Kajaria/Equivalent
	Railing	MS railing	
Kitchen	**Floor**	Vitrified Tiles	Glazed/Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	POP finished	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
	Counter	2' wide Granite Counter top	Black/Green/Red Granite
		2' Dado tiles above counter	Glazed/Johnson/Kajaria/Equivalent
	Sink	Stainless Steel	Neelkanth/Equivalent
	CP Fittings	Mixture Tap	Jaquar/Kingstan/Equivalent
Electric Work	**MCB Box**	Good Quality	Legrand/Havells/Schneider/Equivalent
	Wires	Multi-Strand Copper wires.	Finolex/National/Havells/Equivalent
	Switch	Modular Switches	Legrand/Schneider/Havells/Equivalent
Doors		30 mm internal wooden paneled/flush doors	
		35 mm (main door) wooden paneled/flush doors	
		Good quality hardware fittings	
Windows		Anodized or Powder coated aluminium/UPVC sliding shutters (glass & wire mesh)	
Stairs		Kota stone/Other natural stone	
		MS Railing	
Other		Copper piping for AC in each bedroom/drawing room.	

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Annexure- II

(Copies of notice Advertisements, Brochure and Prospectus with regard to specifications, facilities, amenities, internal/external development works etc. circulated by the Promoter at time of booking of Units in the Said Project)

1. Brochure attached

Annexure-III

Layout plan of Unit

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