



राजस्थान RAJASTHAN

AFFIDAVIT

BL 902077

I, Nitin Kedia Son of Shri Shiv Kumar Kedia aged 40 years R/o, 32, Kedia House, Nadi Ka Phatak, Benar Road, Murlipura, Jaipur Partner of M/s Kedia Real Estate LLP registered address of the Firm Shop No. 10, 11 Ganesh Nagar 6th Benar Road Near Nadi Ka Pathak, Jaipur Rajasthan 302013 do hereby declare, undertake and state as under:-

1. That we are developing a Residential/Commercial Housing Project namely "Kedia's "THE SEZASTHAN" " situated at Khasra Number 269, 270, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 509, 510, 511, 514, 515, 516, 520, 521, 522, 523, 513, 517, 518, 519, 490, 490/1336, 512 Village Bhamboria, Sanganer, Jaipur.
2. That the aforesaid project "Kedia's "THE SEZASTHAN" " is registered with the Rajasthan RERA having registration number as RAJ/P/2023/2387.
3. That the draft agreement to sale attached with the aforesaid application is based on model draft given is Form G at the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
4. That to the best understanding of the promoter the draft agreement to sale is not in derogation of or inconsistent with any provision of the Real Estate (Regulation & Development) Act, 2016.

(Signature)
Deponent

Verification

I, Nitin Kedia Son of Shri Shiv Kumar Kedia aged 40 years R/o 32, Kedia House, Nadi Ka Phatak, Benar Road, Murlipura, Jaipur Partner of M/s Kedia Real Estate LLP do hereby verify that the contents in para no. 1 to 4 of my above affidavit are true and correct and nothing material has been concealed by me there from



ATTESTED

NOTARY PUBLIC 13 APR 2023
JAIPUR (RAJ)

13 APR 2023

(Signature)
Deponent

क्रमांक 3d - दिनांक 13 APR 2023

मुद्रांक का मूल्य 1000

क्रता का नाम कालिका देवी

स्वा. सार्वजनिक

पिता/पति का नाम

निवास स्थान 20114 01/10-11, 01/10-11

01/10-11 - 6, बांधीमल पट्टा, जयपुर

मुद्रांक खरीदने का आशय तथा सम्बन्धित

13 APR 2023

कार्य का मूल्यांकन 2000

रमेश कुमार सेनी
स्टाम्प विक्रेता ला. नं. 24/2017
28, गणेश नगर-4, केडिया हाउस के पास
मुरलीपुरा, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अंतर्गत
स्टाम्प सशि पर प्रभाविता अधिकार
1. आधारभूत अयस्वरूपन सुकलित है
(धारा 3-क)-10% रुपये 10
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन
(धारा 3-ख)-20% रुपये 20

कुल योग 30

Identified By



ALLOTMENT LETTER (for Kedia's THE SEZASTHAN)

Dated:.....

CLIENT DETAILS:

Mr./Ms./Mrs.....
.....
Co- Appl.(if, any)
.....

Dear Sir/Madam,

We are delighted to inform you that you have been allotted a unit bearing no..... in Kedia's THE SEZASTHAN, against your application form, which is being developed upon Project Land admeasuring Sqm. situated at village: - Bhamboriya, Tehsil- Sanganer, District- Jaipur, Rajasthan (Project Land) in accordance with terms and conditions of said Application Form and this Allotment Letter.

1. The Details of the Unit allotted are as under:

- A. Unit No: _____
B. Type: _____
C. Floor: _____
D. Carpet Area: _____ (Sqm.) _____ (Sq. Ft.)
E. Balcony Area: _____ (Sqm.) _____ (Sq. Ft.)
F. Built Up Area: _____ (Sqm.) _____ (Sq. Ft.)
G. Super Area: _____ (Sqm.) _____ (Sq. Ft.)

For KEDIA REAL ESTATE LLP

[Signature]

Authorised Signatory



Head Office:
Nadi Ka Phatak, Murlipura
Sikar Road, Jaipur-302039

Branch Office:
F-107, Evershine Tower
Vaishali Nagar, Jaipur-302021

Branch Office:
Sanganer Airport Flyover
Main Tonk Road, Jaipur-302029

Email: info@kedia.com

Website: www.kedia.com

Tel: +91 7877072737

Toll Free: 1800 120 2323

2. Payment Schedule:

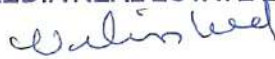
Particulars	Amount in Rs.
At The Time of Booking	10%
On Completion of Footing	20%
On Casting of Ground Floor Slab	20%
On Completion of Frame Structure	20%
On Completion of Flooring	20%
On Intimation of Possession	10%

(*PLC, GST, Registration, Stamp Duty, Legal, Home Loan Related Charges Extra As Applicable)

Note:

- A. The Promoter offers various payment plans and the Allottee has the option to choose the plan, he wishes to opt as per his convenience as above.
- B. In addition to the Total Price, Allottee(s) shall be required to make the payment towards following:-
- All taxes, including but not limited to GST and Cess or any other similar taxes which may be levied, in connection with the construction of the said Project.
 - Documentation charges, water supply charges, stamp duty, registration charges, maintenance charges and any other charges applicable at the time of registration of this Agreement for Sale, Sale Deed/Sub- Lease Deed etc. in respect of the Unit.
 - Allottee shall sign the standard Agreement for Sale for the Project as and when requested by the Promoter to do so.
 - In case the Allottee(s) fails to make payment as per Payment Plan, the Allottee(s) shall be liable to pay delay payment charges as per Rajasthan Real Estate (Regulation and Development) Rules 2017 ["Rules"]. If the above-mentioned condition extends for a period beyond 2 consecutive months after notice from the Promoter in this regard the Promoter shall cancel the allotment of the said Unit in favour of the Allottee(s) and forfeit 10% of the total price and all taxes, duties, cess etc. deposited by the Promoter to the concerned department/authority in respect of the Unit.
 - According to Income Tax Act 1961, the Allottee of the property for which the sale consideration is of Rs. 50 lacs or more, becomes liable to deduct TDS u/s 194 IA @ 1% deposit & submit Form 26QB & Form 16B.
 - GST will be payable, as actual.
 - Please note that any charges on delayed payment would be subject to GST whenever received.
 - All the terms and conditions mentioned in the application form shall forms part of this allotment letter and allottee is bound by the same.
 - All payments shall be made through cheques / DD drawn in favour of "M/s Kedia Real Estate LLP" payable at Par. Alternatively you can deposit directly in bank or make online transaction (RTGS/NEFT transfers).

For KEDIA REAL ESTATE LLP



Warm regards,

For M/S Kedia Real Estate LLP.

Authorised Signatory

(Authorized Signatory)

Project RERA Reg. No. RAJ/P/2023/2387, RERA website address: <https://rera.rajasthan.gov.in/>



Head Office:
 Nadi Ka Phatak, Murlipura
 Sikar Road, Jaipur-302039

Branch Office:
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 Vaishali Nagar, Jaipur-302021

Branch Office:
 Sanganer Airport Flyover
 Main Tonk Road, Jaipur-302029

Email: info@kedia.com Website: www.kedia.com Tel: +91 7877072737 Toll Free: 1800 120 2323

Photograph of
auth. signatory

Photograph of
first allottee

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Jaipur, Rajasthan on this ____ day of _____ Two Thousand and Twenty-Three.

BY AND BETWEEN

M/S Kedia Real Estate LLP, (LLPIN: AAC-5298; PAN: AAOFK5012C) a Limited Liability Partnership registered under provision of LLP act 2008, having its registered office at **shop No- 10,11, Ganesh Nagar, Nadi Ka Phatak, Bainad Road Jaipur (Rajasthan)-302013**, through its Authorized Representative **Mr. Nitin Kedia (Aadhar No. XXXX XXXX 4904)** duly authorized *vide* Resolution dated **01-02-2023(ANNEXURE-I)** passed by the partners of the LLP, [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

Mr./Ms./Mrs. _____, Son/Daughter/Wife of
Mr. _____, R/o

_____ (PAN
_____) jointly with _____ Mr./Ms./Mrs.

_____, Son/Daughter/Wife of
Mr. _____, R/o

_____ (Aadhar No. _____)
_____ (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**.

INTERPRETATIONS/DEFINITIONS

1. 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) "**BUILT UP AREA**" means the sum of area of the Apartment or Unit. It shall include area encompassed within the walls of Apartment or Unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
 - c) "**INTEREST RATE**" means the State Bank of India highest marginal cost of lending Rate plus two (2) percent or such other rate as may be applicable from time to time as per the Act and Rules.
 - d) "**PARA**" means Para of this Agreement.
 - e) "**MAINTENANCE SOCIETY**" shall mean "**KEDIA'S THE SEZASTHAN, OWNERS ASSOCIATION**", the society, association or body, by whatever name called, that may be formed under clause (e) of

For **KEDIA REAL ESTATE LLP** 1

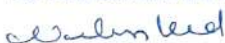
(Signature)

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subsection (4) of section 11 of the Act; There will be a separate association for the shops/commercial being developed in the said Project.

- f) **"REGULATION"** means regulations made under the Act;
- g) **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- h) **"SCHEDULE"** means the Schedule attached to this Agreement.
- i) **"SECTION"** means the section of the Act.
- j) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No. 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.
- k) **"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 Jaipur Development Act, 1982, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Unified Building Bye Laws, 2020, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017, Rajasthan Apartment Ownership Act 2015 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project.
- l) **"AUTHORITY"** shall mean the Rajasthan Real Estate Regulatory Authority at Jaipur, Rajasthan.
- m) **"PROJECT LAND"** shall mean land admeasuring **109189.82Sqm** under Khasra No. 269, 270, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 509, 509, 510, 511, 512, 513, 514, 515, 516, 520, 521, 522, 523, 517, 518, 519, 490, 490/1336. Village: -Bhamboriya, Tehsil-Sanganer, District-Jaipur, Rajasthan on which the said project named **"KEDIA'S THE SEZASTHAN"** comprising of Villa, walk-up apartments/Units (G + 2) Floors and Commercial Shops is being developed and is demarcated and shown in **Part-I of Schedule-A**.
- n) **"SAID PROJECT"** shall mean, being constructed and developed on the **"PROJECT LAND"** and known as **"KEDIA'S THE SEZASTHAN"**, comprising of Walk-up Apartments/Units, Villas, Common shops and Facilities, Common Areas, Amenities and Facilities of Reserved for use of Said Project.
- o) **"APARTMENT"** shall mean a space in the Said Project intended and/or capable of being independently and exclusively occupied, having an entry and exit and includes a Walk-up apartment, Unit Flat, Villa, shops and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project.
- p) **"UNIT"** shall mean individual Flat as explained in the Schedule **"B"** of this Agreement and shall also include the parking facility which has been provided by the Promoter.

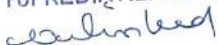
For KEDIA REAL ESTATE LLP



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- q) **"BUILDING"** shall mean the Building/Tower No./ Villa No. _____ / in the Said Project where the Allottee(s) has been allotted his **"Said Unit"**.
- r) **"RESIDENTIAL BLOCKS"** shall mean Building to be developed on Project Land, comprising of residential units (walk-up apartment and villas) all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and named as **"KEDIA'S THE SEZASTHAN"**.
- s) **"COMMERCIAL BLOCK"** shall mean building to be developed as part of the said project consisting various commercial shops and retail outlets.
- t) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the **PROJECT LAND** which has been duly approved by the Jaipur Development Authority (**"JDA"**) vide approval letter No.ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी(बीपी)/2023/डी-275 dated 10.02.2023 including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- u) **"CARPET AREA"** means the net usable floor area of an Unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation. For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- v) **"COMMON AREAS, AMENITIES AND FACILITIES OF THE SAID PROJECT"** shall mean such common areas, amenities, facilities, equipment and spaces in the Said Project meant for common use of and enjoyment of all the occupants of the said Project (as defined herein-below) and more particularly detailed in the **Part-I of Schedule- D** attached hereto.
- w) **COMMON AREAS AND FACILITIES RESERVED FOR USE OF RESIDENTIAL BLOCK** shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of shops as detailed in **Part-II of Schedule D**.
- x) **"COMMON AREAS AND FACILITIES OF APARTMENT IN THE COMMERCIAL BLOCKS"** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments as detailed in **Part III of Schedule D**.
- y) **"DELAY PAYMENT CHARGES"** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, instalment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two (2) percent or such other rate as may be applicable from time to time as per the Act and Rules for Interest made thereunder.
- z) **"EARNEST AMOUNT"** shall mean and include 10% of the Total Price of the Unit.

For KEDIA REAL ESTATE LLP



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2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Jaipur Development Act, 1982 or in Rajasthan Municipalities Act, 2009 or the Rajasthan Apartment Ownership Act, 2015 any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Promotor owns and possesses land admeasuring 109189.82Sqm. (Hereinafter to be referred as the **Project Land**) under Khasra Nos. 269,270,493,494,495,496,497,498,499,500,501,502,503,504,505,506,507,509, 509,510,511,512,513,514,515,516,520,521,522,523,517,518,519,490,490/133 6. Village: -Bhamboriya, Tehsil-Sanganer, District- Jaipur, Rajasthan. And The Lease Deed/Patta dated 04/01/2023 was issued by the Jaipur Development Authority, Jaipur in respect of the Project Land in favor of the Promoter for the development of a Group Housing Scheme. The said Lease Deed / Patta was registered on 05/01/2023 in the office of the Sub-Registrar, Jaipur-II, Jaipur under Document No 202301016000235, Book No. 1, Jild No. 1471, at Page No 190 under serial number 202303016100241, additional book no. 1, Jild no. 5872, page no. 588 to 597. Accordingly, the Promoter has a legal right to develop the project Land and is absolutely seized and in lawful possession of the project Land.
- B. The Project Land is earmarked for development of a Residential Group Housing Project.
- C. The Promoter has framed a scheme for developing the Said Project comprising of Residential units, Walk-up apartment Block, Villas and Commercial Block as more particularly described in **Part II of Schedule A** to be known as "**KEDIA'S THE SEZASTHAN**", on the Project Land.
- D. Except as disclosed under this Agreement, the Project Land is free from all encumbrances.
- E. The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities in the Said Project and are divided into 3 categories, namely:
- (i) Common Areas, Amenities, and Facilities for the Said Project as detailed in **Part I of Schedule D** which will be shared jointly by the allottees of Residential Block and Commercial Block;
 - (ii) Common Areas, Amenities and Facilities reserved for Residential Block as detailed in **Part II of Schedule D** which will be used and enjoyed by the residents of the Residential Block only; and
 - (iii) Common Areas, Amenities and Facilities reserved for Commercial Block as listed in **Part III of Schedule D** which will be used and enjoyed by the residents / users of the Commercial Block only.
- F. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that the allottees of the said Project shall have equal right in the Common Areas, Amenities and Facilities of the said Project as detailed in **Part I of Schedule D**. all the residents/occupants of the Residential Block and Commercial Block in the said Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the said Project as mentioned in **Part I of Schedule D** in common.
- G. The Promoter further represents and the Allottee(s) are aware that the Common Areas, Amenities and Facilities reserved for Residential Block and as detailed in **Part II of Schedule D** are reserved for the allottees/occupants/residents of Residential Block only to the complete exclusion of the

For KEDIA REAL ESTATE LLP



allottees/occupants/residents of Commercial Block and the Common Areas, Amenities and Facilities Reserved as detailed in **Part III of Schedule D** are reserved for allottees/occupants/residents of Commercial Block to the complete exclusion of the allottees/occupants/residents of Residential Block.

- H.** The Promoter is fully competent to enter into this Agreement for sale and all the legal formalities with respect to right, title and interest of the Promoter regarding the Project Land on which the Said Project is being developed have been completed.
- I.** The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") and the Said Project's Registration Certificate No. is RAJ/P/2023/2387. This Registration is valid up to **2 years 11 Months** unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www.rera.rajasthan.gov.in) of the Authority.
- J.** The following approvals and sanctions have been obtained in respect of the Said Project:
- Jaipur development Authority, Jaipur has issued the Lease Deed/Patta dated 04/01/2023 in respect of the Project Land in favor of the Promoter for the development of a Group Housing Scheme.
 - Jaipur development Authority, Jaipur has approved the building plans and issued the commencement certificate to develop the said Project vide its approval letter No. ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी (बीपी)/2023/डी-275 dated 10.02.2023 is marked as **Annexure-II**.
 - Environment Clearance from the department concerned has been obtained for the said Project vide letter No. _____ Jaipur dated _____. (Yet applied)
- K.** The details of the number, type and Area of Apartments for sale in the Said Project as required under Section 4(2)(h) of the Act are as under:

Type of Apartment	Villa 3BH K	Villa 4BH K (1)	Villa 4BH K (2)	Walk-up Apartment 2BHK	Walk-up Apartment 3BHK	(SHO P)
Total No. of Units	271	124	123	94	188	45
Carpet Area of each Apartment (Sq ft)	1260	1505	2070	800	1100	218.83
Built Up Area Sqm. (Sq ft.)	1605	1860	2550	1085	1515	245.42
Super Area (Sq ft.)	2000	2325	3200	1350	1900	555.00

- L.** The Promoter has conceived a detailed plan of development works to be executed in the Said Project. Details of the plan of Development Works to be undertaken in the said Project and the proposed facilities to be provided, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-E**.
- M.** The details of specifications of material used in construction of the Said Project have been specifically provided in **Schedule-F** attached hereto.
- N.** The stage wise time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other

For KEDIA REAL ESTATE LLP

Reshmi Baid

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Authorised Signatory

above-mentioned internal development works been specifically provided in **Schedule-G** attached hereto.

- O.** The Promoter has opened a separate account in ICICI Bank, Vaishali Nagar Branch for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- P.** The Allottee(s), being aware of the Said Project and details given above as well as in the Brochure made available by the Promoter and/or on visiting the show home of an walk up Apartment/Units/Villas/Shops, has applied for allotment and to purchase the Apartment in the Said Project only and deposited advance payment/booking amount including application fee and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement as more fully described in **Part II of Schedule C**. There are different kind of apartments conceptualized in the said Project which may not be the same as Show Home. The Promoter represents that the Show Home is for representational purposes only and is created to give a look and feel of a walk-up Apartment, villas in the Said Project.
- Q.** On application, as aforesaid, the Allottee(s) has been allotted a walk-up Apartment, Villa located in the Said Project and pro rata share in the Common Areas, Amenities and Facilities of the said Project and Common Areas, Amenities and Facilities of the Residential Block and more particularly described in **Schedule "B"** attached herewith and hereinafter referred to as the "Unit").
- R.** The details of Floor Plan of the Unit (as described in **Schedule B**) and building as defined in the Said Project is given in **Annexure- III**.
- S.** 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 all laws, rules, regulations, notifications etc. applicable to the Said Project.
- T.** 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.
- U.** 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 the said Apartment more specifically given in the **Schedule "B"** hereunder.
- 1.2** Total Price of the said Unit is more particularly described in **Part I of Schedule C** hereunder.
- 1.3** Total Price of the said Unit as described in the **Part I of Schedule C** includes the booking amount paid by the Allottee(s) to the Promoter towards the said Unit. All other charges, which are specifically mentioned

For KEDIA REAL ESTATE LLP



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Authorised Signatory

in this Agreement and does not form part of Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

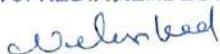
- 1.4 In addition to the Total Price above, the Allottee shall be liable and responsible to pay Taxes including but not limited to GST and cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee shall also be liable to pay maintenance charges, documentation charges, and charges towards water infrastructure fund as demanded by PHED department, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub-Lease Deed etc. in respect of the Said Unit, which shall be exclusively borne and paid by the Allottee(s). Details of the Total Price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.

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).

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6 Total Price 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, cost of providing electric wiring, electrical connectivity to the said Unit, internal water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Unit and the Said Project. However, the Allottee is aware that in addition to the total price, the Allottee shall have to contribute an amount towards water infrastructure fund as to be demanded by PHED as detailed in **Clause 1.9**.
- 1.7 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development

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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.

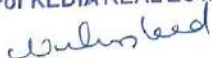
Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority,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

- 1.8 The Allottee(s) shall be liable to pay for all costs, charges and expenses of Rs. 15,000/- +GST (Rupees fifteen Thousand only) at the time of registration of agreement to sale (out of which Rs. 3000/- +GST at the time registration of ATS and remaining amount of Rs. 12000/- +GST with possession payments) in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation of such documents only directly to the promoter or its subsidiary firm and stamp duty, registration fees and any other govt fees and expenses for execution ATS and Sale Deed to be paid by Allottee(s) directly to the department as the case may be.
- 1.9 The Promoter has represented to the Allottee that an application to be applied to PHED, Jaipur for supply of drinking water to the said project. Till disposal of the applications, water shall be sourced through water tankers or existing tube wells. Further, the Promoter has proposed to create a water fund to meet the cost of water infrastructure to be provided by the Government or its agencies. Therefore, the Allottee(s) shall be required to contribute his share towards creation of water infrastructure fundas and when demanded by PHED for providing water connection to the project. Any increase or decrease in the demand raised by Government shall be collected/ refunded to/from the Allottees proportionately.
- 1.10 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule - C** attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment inters Charges. The Allottee is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.

- 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-Fin** 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 Allottee(s) further agrees that in case the Association gives consent for such additions/alterations, the same shall be deemed to be consent of all Allottees of Apartments in the Said Project, as

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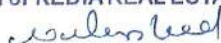
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the case may be, including the consent of the Allottee(s) as required under Section 14 of the Act. However, facilities/ services/ development works/ amenities, may be changed or relocated depending upon the nature, requirements and market demand and 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.

- 1.12 The Promoter shall confirm to the final Carpet area and Balcony Area that has been allotted to the Allottee(s) after the construction of the building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes.
- 1.13 Subject to **Clause 9.3**, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the said Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas, Amenities and Facilities of the said Project and Common Areas, Amenities and Facilities reserved for use of Residential Block. 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 etc., without causing any inconvenience or hindrance to them.
 - (iii) The Allottees of shops/kiosks/ retail outlets in commercial block shall have undivided proportionate ownership and share in the common areas, amenities and facilities of commercial block only.
 - (iv) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, internal water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project as detailed in **Part I of Schedule C**. The Allottee is aware that the amount towards water infrastructure fund as detailed in **Clause 1.9** shall be payable in addition to the Total Price.
 - (v) To assess the extent of development of the Said Project and his Unit, the Allottee(s) may visit the Said Project. However, the Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mis-happening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

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- 1.14** The Allottee(s) understands that the project comprises of open and covered parking space spread across the said Project. For day-to-day comfort of all the residents, the Promoter has earmarked the parking space(s) for exclusive use of each Unit/walk up apartment and Villa. Further, the Allottee(s) understand and agrees that every allottee of Residential units will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Common Areas and Facilities of the said Project.
- 1.15** The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Project. The Parking Space earmarked to the Allottee shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee will be allowed to park vehicles more than the parking space allotted to him or anywhere else in the said Project. Further the Allottee agrees that the Promoter or the Association reserves the right to restrict the entry of additional vehicles owned by the Allottee within the Project, in case the Allottee has been allotted one parking space only.
- 1.16** The Allottee(s) agrees and understands that except as described in **Schedule B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. convenient shops, shops, space, kiosk etc. built in any part of the Said Project are in the nature of saleable Apartment and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.
- 1.17** The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future projects at any suitable place in the said Project and the Allottee and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Promoter.
- 1.18** The Allottee agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges plus taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay Payment Charges as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).
- 1.19** Lawn Area, parking, storages or any other area exclusively earmarked for a particular Allottee by the Promoter shall form part of Common Areas and Facilities for use and enjoyment of that Allottee to the exclusion of other Allottees.
- 1.20** 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.
- 1.21** The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the said Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from

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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.

2. MODE OF PAYMENT:

- 2.1 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 given in **Part II of Schedule- "C"** hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **"M/s Kedia Real Estate LLP"** payable at Jaipur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide 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 regard. 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 said Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

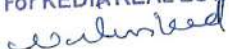
4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

- 4.1. The Allottee(s) hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the 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:

- 5.1 The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said

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Project with the Authority and towards handing over the said Unit to the Allottee(s) and the common areas to the Maintenance Society/Maintenance Association/RWA or the competent authority as the case may be.

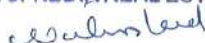
6 CONSTRUCTION OF THE SAID PROJECT:

- 6.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, BAR, 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.

7 POSSESSION OF SAID APARTMENT/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 to the Maintenance Society/RWA or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with specifications, amenities and facilities of the Project in place on or before **31.12.2025**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature effecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, then this Allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest within forty-five days from the date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(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.

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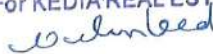
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7.2 Procedure for taking possession- The Promoter, upon obtaining the completion certificate from the competent authority shall vide offer letter ("**Offer Letter**") offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 30 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Jaipur. After expiry of 3 (Three) full calendar months from the date of completion certificate, the Allottee(s) shall be liable to pay the maintenance charges to the maintenance agency as determined by the Promoter/Owners Association, as the case may be. The Promoter shall handover a copy of completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

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

7.4 Possession of the Allottee(s)- After obtaining the completion certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas as per applicable laws.

7.5 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:

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Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money if any paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) or if the Allottee(s) availed the home loan from Bank in this case returned the balance refundable amount to the bank.

Cancellation by Promoter in non-payment of installment: - if the failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, and any other terms & conditions of this Agreement, despite having been issued notice in that regard, delay/default by Allottee(s) and above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard, Promoter shall have the right to cancel the allotment of the Allottee and in case of property mortgage in any financial institute, Allottee(s) allow to Promoter to refund the amount received from bank and collect the original copy of ATS from the Bank.

Cancellation by Allottee(s) after Completion Certificate- Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of completion certificate of the Said Project, the Promoter shall be entitled to forfeit twice the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) or if Allottee(s) availed the home loan from Bank in that case returned the balance amount to the bank and Allottee(s) authorize to the Promoter to collect the original copy of ATS from the Bank, and amounts realized from the such new allottee/buyer.

7.6 Compensation – The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in **Clause 7.1** above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to

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any other remedy available, to return the total amount received by him in respect of the Unit, with interest calculated at Interest Rate 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 Interest Rate for every month 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.

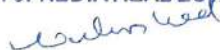
The Allottee(s) shall be liable to pay from the date of expiry of 30 days of the date of Offer Letter or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) proportionately. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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 Scheduled Land/Project 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 Unit.
- (v) All approvals, licenses and permits issued or to be issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas, Amenities and Facilities of said project/Common Areas and Facilities reserved for use of Residential Block being developed with the Said Project.
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (vii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).

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- (viii) 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.
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s).
- (x) 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.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in **Clause 7.1** above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and as specified in **Schedule F** and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

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: -

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter,

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interest calculated at Interest Rate 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.

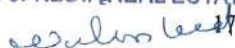
9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including Delay Payment Charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

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

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in **Clause 9.4 (ii)**; Further in case of event of default under **Clause 9.3(iii)**, till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per **Clause 9.4 (i)** and (b) recover maintenance charges from the expiry of 30 days from the offer of possession ; (c) recover holding/ safeguarding charges @% per month on the Total Price of the Unit; (d) taxes mentioned in **Clause 7.4**; (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned **Clause 9.3(iii)** and Allottee(s) hereby authorizes the Promoter for the same.

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

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest or bank if unit is mortgaged in bank after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

(i) The Earnest Amount;

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

(iii) The Delay Payment Charges paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/or 9.4 (iii), if applicable;

10 MAINTENANCE OF THE SAID PROJECT:

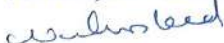
10.1 That the Allottee(s) is aware that for better and effective maintenance of said projects, a professional Maintenance Agency will be appointed to carry out the maintenance of the Said Project by the Promoter/Apartments Owners Association through a majority resolution or Apartments Owners Association can do the maintenance of said project.

10.2 The owners of the units/apartments and villas of the said Project, will form an association by the name **“KEDIA'S THE SEZASTHAN OWNERS ASSOCIATION”** under Rajasthan Apartment Ownership Act, 2015 will have a set of bye-laws (hereafter referred to as **"Bye-Laws"**) which shall govern the Association and the members of the Association i.e. the unit owners in the Said Project. All the owners of residential units/apartments/villas in the Said Project shall become members of the Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Owners' Association. The Allottee(s) shall become member of the Owners' Association by signing necessary forms/documents for the said Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit. The Promoter represents that there shall be a separate owners association for the commercial (shops). And the owners of commercial shops of the said Project, will form a separate association of unit owners.

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.

10.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas, Amenities and Facilities of the said Project and Common Areas, Amenities and Facilities reserved for use of Residential Block to be developed with the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her

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obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.

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

11. DEFECT LIABILITY

- 11.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of Offer Letter, 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.

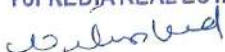
12. INDEMNIFICATIONS

- 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 30** and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per **Clause 30** 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

- 13.1 The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the

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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

- 14.1 The Promoter/ Owners Association/Maintenance Agency 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/ Owners Association/Maintenance Agency 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.

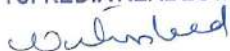
15. USAGE

- 15.1 **Use of service areas:** - The 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, etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owners Association/Maintenance Agency for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- (i) Subject to **Clause 11** above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the 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 Unit, or the staircases, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the 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 Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Said Project, building therein or common areas.
- (iii) The Allottee(s) of villas shall not construct the on the roof of his unit and not carry out any change in the exterior elevation or design.
- (iv) 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.
- (v) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

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- (vi) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vii) 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 Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project.
- (viii) 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.
- (ix) It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project secured in all ways. For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project.
- (x) The Allottee(s) shall not use the 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 or for any illegal or immoral purpose.
- (xi) Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- (xii) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project and/or the Unit.
- (xiii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xv) After handing over of the Said Project, it shall be the responsibility of the Owner's Association for obtaining / renewal of insurance for the said project and pay insurance premiums.

17 COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES

- 17.1 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.
- 17.2 The Allottee(s) along with other allottees of the Said Project either themselves or through their Owners Association, so formed, shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Said Project

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and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Allottee(s) along with other allottees will also be responsible for obtaining various NOCs including but not limited to Fire NOC, Consent to Operate, their renewals and/or other statutory renewals which are required to be obtained for the Said Project in future after receipt of occupancy certificate for the Said. The Allottee(s) and Allottees of other units and/or Owners Association/Society/Company without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they always comply with the conditions of such approvals and NOC(s). Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or non-compliance of the conditions of approvals or NOC(s) shall not cast any liability on the Promoter.

- 17.3 The Promoter shall have the right and authority to 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 subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of sale deed, the Promoter shall obtain an NOC from the concerned Bank/Financial Institution to execute Agreement to Sale in favor of the Allottee(s).

18 ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES

- 18.1 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 for the said Project and disclosed, except for as provided in the Act. The Allottee understands and acknowledges the above fact and is thus entering into this Agreement with the above knowledge and understanding.

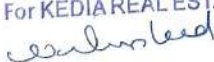
18A RAJASTHAN APARTMENT ACT, 2015:

The Promoter has assured the Allottee(s) that the Said Project in its entirety is in accordance with the provisions of the Rajasthan Apartment Act, 2015 (Act No. 12 of 2019) and that the Promoter will comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project."; and

19 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 19.1 The Promoter shall have the right and authority to 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 subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of sale deed, the Promoter shall obtain an NOC from the concerned Bank/Financial Institution to execute Agreement to Sale in favor of the Allottee(s).

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20 RIGHTS OF THE PROMOTER ON UNSOLD UNITS

- 20.1 The Promoter shall have absolute authority and control as regards the unsold units and other premises and the disposal thereof. The Promoter shall be liable to pay only the Municipal Taxes, at actual, in respect of the unsold units in the said Project.
- 20.2 Provided that before and after handing over the project to the Association, the Promoter shall continue to have the rights and entitlements to advertise, market, sell any Apartment or building which is not sold without any restrictions on the entry of the building and development of the common areas.
- 20.3 Even after the handover of the Project Land and buildings in favor of the society /association of allottees is executed, the Promoter shall have a right to dispose of the unsold apartments in the said buildings in any manner and sale proceeds thereof shall belong only to the Promoter and such allottee shall be included as members of the society/association.

21 BINDING EFFECT:

- 21.1 Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur(address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to 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), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

22 ENTIRE AGREEMENTS:

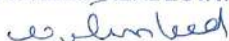
- 22.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any,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

23 RIGHT TO AMEND :

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

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

For KEDIA REAL ESTATE LLP

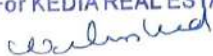


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- 24.1 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit and the Said Project shall equally be applicable to and enforceable 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.
- 25 BROKERAGES:**
- 25.1 In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said 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 said Unit.
- 26 WAIVERS NOT A LIMITATION TO ENFORCE**
- 26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in **Part II of Schedule C** of this Agreement including waving the payment of Delay Payment Charges 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.
- 26.2 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.
- 27 SEVERABILITY**
- 27.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to 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.
- 28 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**
- 28.1 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, the same shall be the proportion which the carpet area plus balcony area of the Unit bears to the total carpet area plus balcony area of all the Apartments in the Said Project, as the case may be.
- 29 FURTHER ASSURANCES**
- 29.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or

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perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30 PLACES OF EXECUTION

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

31 NOTICES

- 31.1 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 mentioned above.
- 31.2 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.

32 JOINT ALLOTTEE:

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

33 SAVINGS:

- 33.1 Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Apartment prior to execution and registration of this Agreement for Apartment 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.

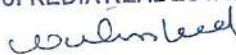
34 GOVERNING LAW:

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

35 DISPUTES

- 35.1 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.
- 35.2 In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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Note: Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the rules and regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the Project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the rules and regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.

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

Signature- _____	Signature- _____
(Name)- _____	(Name)- _____
(First-Allottee)	(Second-Allottee)

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

1. Promoter

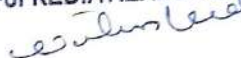
Name

Signature

Designation

Witnesses

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Part-I OF SCHEDULE-A
(Description of Project Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in sqm)
Village: -Bhamboriya, Tehsil-Sanganer, District- Jaipur, Rajasthan	269,270,493,494,495,496,4 97,498,499,500,501,502,50 3,504,505,506,507,509,509, 510,511,512,513,514,515,5 16,520,521,522,523,517,51 8,519,490,490/1336.	109189.82 Sqm.

2. The piece and parcel of the plot of land in site is bounded on the: -
In North.
In South
In East
In West.

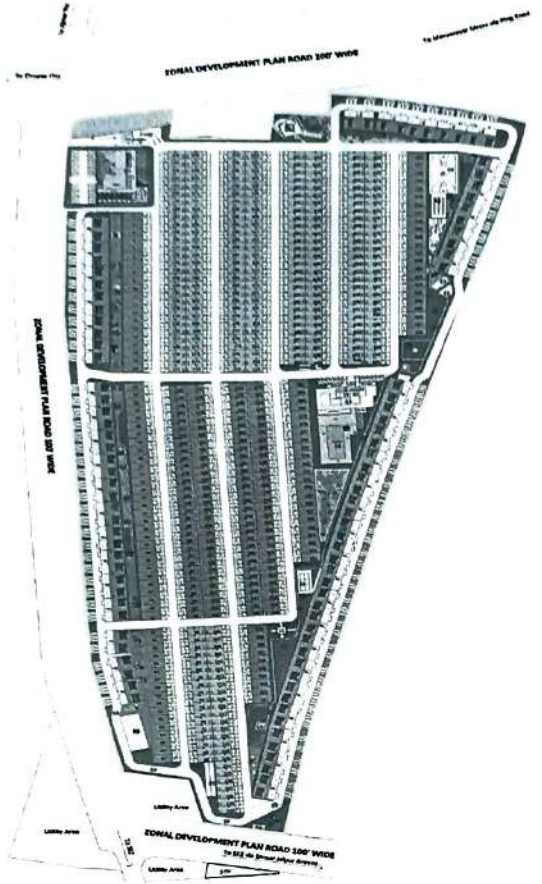
For KEDIA REAL ESTATE LLP

[Handwritten Signature]

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Part-II OF SCHEDULE-A

Description of Residential Block highlighted in Yellow Color and Commercial Block in Red Color.



S. No.	Unit Type	No. of Units	Specification
1	Residential Units	271	3 BHK
		124	4 BHK
		123	4 BHK+M+S
		282	94 - 2 BHK, 188 - 3 BHK, Walk-up Apartments
5.	Commercial (Sezasthan Bazar)	45	Ground -15 First -15 Second - 15
	Total	845	

For KEDIA REAL ESTATE LLP

[Signature]

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SCHEDULEB

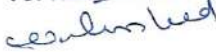
(Description of the Unit)

- a. Unit No. _____
Floor: _____
- b. Type: _____
- c. Carpet Area: _____ sq. mtr. (_____ sq. ft.)
- d. Balcony Area: _____ sq. mtr. (_____ sq. ft.)
- e. Built- up Area: _____
- f. Super Area: _____
- g. Number of Parking/s earmarked- _____

Note-

- (i) Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Super Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or veranda and is not dependent on Super Area of the Unit.

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PART I OF SCHEDULE- C

(Total Price of the Unit)

The Total Price of the Unit is Rs. _____/- (Rs. _____ only)

(Excluding GST & Other Taxes) is as follows:

PART II OF SCHEDULE- C

(Payment Schedule)

Sr.No.	Particulars	Amount in %
1.	At the time of Booking	
2.	On Completion of Footing	
3.	On casting of ground floor	
4.	On Completion of Structure	
5.	On Completion of Flooring	
6.	On intimation of Possession	

• **Payment Received Till date of Agreement**

S. No.	Date	Cheque/ RTGS	Amount	Bank
1.				

Note- i) Amount reflected above is exclusive of GST, delay payment charges, stamp duty and registration charges

ii) The Promoter offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

PART-I OF SCHEDULE- D

(Details of Common Areas, Amenities and Facilities of the Said Project)

- (i) Sewer System.
- (ii) Electric Sub Station.
- (iii) Storm Water Drainage System.
- (iv) Internal Water Supply System.
- (v) Sewage Treatment Plant (STP).

Part-II OF SCHEDULE D

(Details of Common Areas, Amenities and Facilities Reserved for Residential Block)

- (i) Residential Block land.
- (ii) Open Vehicle Parking within the limits of Residential Block
- (iii) Stilt vehicle Parking within the limits of Residential Block.
- (iv) Guard Room within the limits of ResidentialBlock
- (v) Club.
- (vi) Kids play area
- (vii) Swimming Pool.
- (viii) open visitor open car parking within the residential area.
- (ix) Two-wheeler visitor open parking.
- (x) The staircases, staircase and lobbies, and common entrances and exits.
- (xi) Outdoor amenities.
- (xii) Indoor amenities.
- (xiii) Sports amenities.

Note- The above referred Common Areas and Facilities Reserved for use for Residential Block are to be developed with Said Project. And shall form part of Common Areas and Facilities for Residential Block and shall be used exclusively by the residents of Residential Block

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Part-III OF SCHEDULE D
(Details of Common Areas, Amenities and Facilities Reserved for Commercial Block)

- i. Commercial Block Land
- ii. Open Vehicle Parking within the Commercial Block.
- iii. Lift, lobby, corridors of Commercial Block
- iv. Staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances of Commercial Block;

Note- Any common areas and facilities located in Commercial Block Land shall be reserved exclusively for Commercial Block unless specifically mentioned as common area of the Said Project and to be used by both Residential and Commercial Block

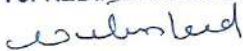
SCHEDULE- E

(Development Works)

The Promoter has conceived a detailed plan of following development works to be developed in the Said Project:

- A. **Water Facilities** - The Promoter is endeavoring to source water from the statutory agency and till the time it proposes to source and supply through tankers for the same allottees will pay the charges.
- B. **Piped Gases**- It has been proposed to engage an external agency for providing LPG pipe gas facility through gas bank located at various locations.
- C. **Electrical Supply**- Electricity/power through single metering system shall be supplied by Jaipur Vidyut Vitran Nigam Limited (JVVNL), Jaipur.
- D. **Sewage Treatment Plant**- The Promoter proposes / has installed an STP for treatment of sewage. Operationalization of STP required minimum threshold occupancy.
- E. **Treated/Recycled Water**- Promoter plans to use the treated/recycled water for flushing and horticulture.
- F. **Landscaping and Tree plantation** – Promoter plans to plant trees across the Boundary of the Whole Project and developing of garden area and landscape area.
- G. **Internal Road Development** – Development of internal roads and drive way for the movement of vehicles in the Project.

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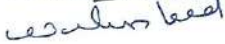


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**SCHEDULE-F
SPECIFICATIONS**

- **Building structure**
 - R.C.C. frame structure as per design requirement.
 - Steel: Tata Tiscon or equivalent brand.
 - Cement: Ultratech or equivalent brand
 - Railing: Jindal Pipe or equivalent brand.
- **Flooring**
 - Johnson or equivalent brand vitrified tiles.
 - Vitrified tiles in living, dining, kitchen, bedroom.
 - Matt finish tiles in bathrooms.
 - Granite/Full body vitrified tiles in staircase
- **Toilet Fittings**
 - Astral or equivalent plumbing fittings.
 - Premium C.P. fitting of Grohe or equivalent brand.
 - Sanitary ware of American Standards or equivalent brand.
 - Vitrified tiles on walls.
 - Waterproofing: Dr. Fixit or equivalent brand.
- **Electrical Fittings**
 - Wires and cables of Havells or equivalent brand.
 - Orient or equivalent brand switches, sockets, MCB & DB.
 - Electric points & piping for A.C. fitting.
- **Kitchen Fittings**
 - Provision for Modular Kitchen, R.O., Gyser and Chimney.
 - Granite/Full body vitrified tiles counter top with Franke equivalent brand Satin finish S.S. Sink.
 - 2 ft. tile wall cladding above counter.
- **Door & Windows**
 - Internal: Century or equivalent brand flush doors with designer mica.
 - Hardware: Yale or equivalent brand.
 - External: Toughened glass in UPVC system aluminium frames.
- **Paint & Exteriors**
 - Internal: Dulux Velvet touch or equivalent brand
 - External: Dulux weather shield or equivalent brand
- **6 Layer Security**
 - EPBAX System
 - CCTV Surveillance at entrance & exit of township.
 - Video door phone of Hikvision or equivalent brand.

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SCHEDULE- G
STAGE WISE TIME SCHEDULE OF COMPLETION OF SAID PROJECT

1.	Completion of Plinth work	31.03.2024
2.	Construction of Slab Work	31.09.2024
3.	Finishing Work	31.03.2025
4.	Development of Common Area Facility	31.09.2025
5.	Finishing and Handover	31.12.2025

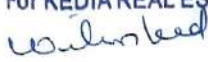
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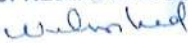
**ANNEXURE-I
RESOLUTION**

For KEDIA REAL ESTATE LLP



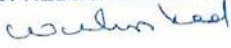
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ANNEXURE-II
APPROVED BUILDING PLANS LETTER

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**ANNEXURE-III
FLOOR PLAN OF UNIT**

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