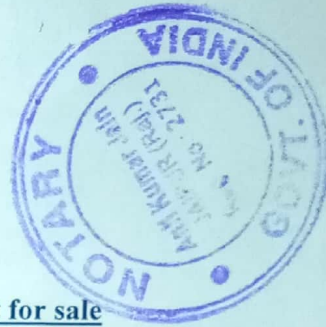
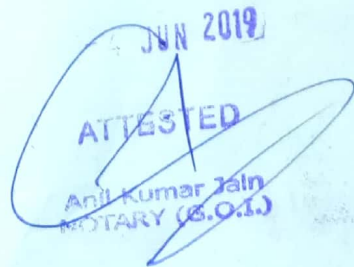
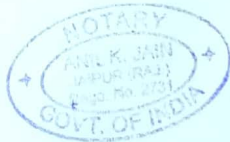




Declaration Regarding Agreement for sale

I, **PAWAN KUMAR SIDANA** Son of **ARVIND KUMAR SIDANA** aged **38** R/o **C-16-A, INDRAPRASATH COLONY JAGATPUR ROAD, JAIPUR** promoter of the proposed Project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under

1. That the Agreement for Sale/Builder buyer agreement of our Project "**SOMYA SKY CROWN C**" is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That if any contradiction arises in the future **M/s SOMYA BUILDCON LLP** The Deponent will be Responsible for it.



For **M/s SOMYA BUILDCON LLP**

For Somya Buildcon LLP

Partner

Authorised Signatory(S)

- 5 FEB 2019

क्र.सं. 7102 दिनांक
केता का नाम Somya, Buildon. U8
विल का नाम
मिहरी 75
प्रांक 50 वरसे 25

~~प्रमाणित~~ जैन

राज्य निरोद्धा अधिनियम नं. 95/15

प्लॉट नं. 2, कलपुरी मार्केट, हवा सड़क, जयपुर

संजस्थान स्टाम्प अधिनियम, 1991	
स्टाम्प राशि पर प्रभाविता अधिकार	
1. आधारभूत अकरा नवा सुविधा हेतु (धारा 3-क)-10% रुपये	6
2. गाय और उसकी वस्तु के संरक्षण और संवर्धन हेतु (धारा 3-ख)-10% रुपये	8
कुल योग	14
हस्ताक्षर स्टाम्प	

DRAFT AGREEMENT FOR SALE

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



THIS DRAFT AGREEMENT FOR SALE ("Agreement") is executed at _____ on this ____ day of _____ Two thousand and _____.

BY AND BETWEEN

M/s SOMYA BUILDCON LLP a Limited Liability Partnership, duly registered and existing under the provisions of the Limited Liability Act, 2008, having its principle place of business at M/s. SOMYA BUILDCON LLP, D-73A, Kusum Vihar, Ram Nagriya Road, Jagatpura, Jaipur-302025 (Rajasthan) and its PAN is **ADKFS4255J**, represented by its authorized signatory Mr. Pawan Kumar Sidana (Aadhar No. 5671 5574 3879) duly authorized vide authority letter dated 01-11-2018 passed and signed by all the Partners constituting the LLP, (Copy enclosed) (hereinafter referred to as the "**Promoter**"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____), Son/Daughter/Wife of Mr. _____, R/o _____ (PAN _____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife of Mr. _____, R/o _____ (PAN _____); hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees).

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

INTERPRETATIONS/DEFINITIONS

- i. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
 - b) "**APPLICABLE LAWS**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959,

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

- c) **"APARTMENT"** shall mean the unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- d) **"BROCHURE"** means brochure showing details and specifications of the Project (defined herein below) as circulated by the Promoter at the time of booking of Apartment, a copy of which is annexed herewith as it is necessary.
- e) **"BUILDING"** shall mean the building/tower/block No. 1 in the Project comprising of Stilt + Ground + three floors, where the Allottee(s) has been allotted his "Unit".
- f) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- g) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- h) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include Scheduled Land (as defined herein) and such common areas, facilities and spaces meant for common use of the occupants of the Project and equipments provided AND/OR reserved for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- E** attached hereto except as specifically excluded as per the terms of the Agreement.
- i) **"INTEREST"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- j) **"MAINTENANCE ASSOCIATION/RWA"** shall mean a resident welfare association or cooperative society or body by whatever named called as the case may be, of the allottees of Apartments in the Project, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.
- k) **"MAINTENANCE CORPUS FUND"** shall mean interest free maintenance deposit payable by all the allottees at the time of offer of possession of Apartment towards creating corpus for the Maintenance Society/RWA, which shall be utilized for maintenance of Common Areas and Facilities of the Project.

- l) **"PARA"** means Para of this Agreement;
- m) **"REGULATION"** means regulations made under the Act;
- n) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- o) **"SCHEDULE"** means the Schedule attached to this Agreement;
- p) **"SECTION"** means the section of the Act.
- q) **"SCHEDULED LAND"** shall mean land admeasuring 966.16 sq. mtr. Bearing Plot No. 63, 64, 83 and 84, Prem Sagar Scheme (Niji Khatedar), Gram Narsinghpura Urf Riksha, Tehsil Sanganer, City Jaipur, State Rajasthan on which the Project named **"SOMYA SKY CROWN C"** is being developed and more fully described in **Schedule A**;

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

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Group Housing land of 1155.56 sq. yards of Plot No. 63, 64, 83 and 84, Prem Sagar Scheme (Niji Khatedar), Gram Narsinghpura Urf Riksha, Tehsil Sanganer, City Jaipur, State Rajasthan was allotted by Jaipur Development Authority through Patta dated 18.12.2009 in favor of Shri Alok Jain which is duly registered at the office of Sub-Registrar Jaipur-I dated 23.12.2009 at book no. 01 Volume No. 537 Page no. 8 serial no. 2009051010866 and pasted at additional book no. 01 Volume no. 2142 from page no. 80 to 90 dated 23.12.2009.

AND WHEREAS the said Plot was sold by Mr. Alok Jain in favor of Mrs. Gayatri Trivedi vide registered sale deed executed on 28.01.2019 at Book No. 01 Volume No. 1087 Page no. 129 serial no. 201903015100580 and pasted at additional book no. 01 Volume no. 4344 from page no. 218 to 229 at Sub-Registrar Jaipur-I.

AND WHEREAS, JDA issued the Name Transfer Letter No. D-646 dated 20.02.2019 of the said plot in favor of Mrs. Gayatri Trivedi.

AND WHEREAS, Mrs. Gayatri Trivedi executed a Developer Agreement of the above said plot in favor of **M/s. Somya Buildcon LLP** vide registered Agreement executed on 15.04.2019 at Book No. 01 Volume No. 1099 Page no. 74 serial no. 201903015102925 and pasted at additional book no. 01 Volume no. 4391 from page no. 116 to 129 at Sub-Registrar Jaipur-I.

AND WHEREAS, Mrs. Gayatri Trivedi has given General power of Attorney of above said Plot in favor of Mr. Ajit Trivedi which is registered in Sub Registrar Jaipur I dated 15.04.2019 Book No 4 Volume No. 638, Page No. 42 on Sr. No 20190301540085 and Additional Book No. 4, Volume No. 2507 on page No. 790 to 801.

The Developer subject to the Registered Developer Agreement has prepared the plan for development of housing project upon the Project Land.

- B. The construction permission and lay-out map of Group Housing Project, **"SOMYA SKY CROWN "** situated at Residential Plot No. 63, 64, 83 and 84, Prem Sagar Scheme (Niji Khatedar), Gram

Narsinghpura Urf Riksha, Tehsil Sanganer, City Jaipur, State Rajasthan has been approved by the **JDA Jaipur** vide its Letter No. D-1868 dated 25.04.2019.

- C. Accordingly, the Promoter became the absolute owner of the Scheduled Land and has legal title to the Scheduled Land with legally valid documents. Further, the Promoter is in the lawful possession of the Scheduled Land and the Scheduled Land is free from all encumbrances.
- D. The Promoter has planned and is in the process of constructing and developing Project upon the Scheduled Land after getting necessary permissions/approvals from competent authorities. The location details of the Project being developed upon Scheduled Land is fully described in **Schedule A**.
- E. The Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated _____ and the project registration certificate no. is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.
- F. The following approvals and sanctions have been obtained in respect of the Project:
- The approved layout plan of the Project vide letter no **D- 1868** dated 25.04.2019. A copy of the same is enclosed herewith and marked as **Annexure- I**.
 - Approval of specifications of the Project and permission of building construction upto 15 meters height (**Stilt + Ground + 03 floors**) under the Applicable Laws has been accorded vide letter no. **D-1868** dated **25.04.2019** by **JDA Jaipur**.
 - Fire NOC for the Project is not applicable.
 - The Airport Authority of India NOC is not applicable.
 - Environmental clearance is not applicable.
- G. The Promoter agrees and undertakes that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- H. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- F**.
- I. The details of salient features of the Project including access to the Project, design for electric supply including water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule- B** attached hereto.
- J. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- K** attached hereto.
- K. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- L** attached hereto.
- L. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- J** attached hereto.

- M. The Promoter has opened a separate account in Jagatpura, Jaipur 302025 branch of **Union Bank of India** for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- N. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the Project is being developed have been completed.
- O. The Allottee(s), being aware of the Project and details given above as well as in the Brochure, applied for allotment and purchase of an Apartment in the Project vide registration/application form no. _____ dated _____ ("**Registration Form**") and also deposited registration fee of Rs. _____/- (Rupees _____ only) (hereinafter referred to as "**Registration Fees**").
The Promoter allotted following Apartment in the Project to the Allottee(s):
(i) Apartment No. _____;
(ii) Floor No. _____;
(iii) Tower No. _____ ("**Building**");
(iv) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
(v) Super Built Area _____ sq. ft.
and pro rata share in the common areas of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure- III** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "**Unit**").
- P. The details of floor plan of the Unit and Building is given in **Schedule- D**.
- Q. That till date, the Allottee(s) has also paid a sum of Rs. _____ (Rupees _____ only) and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in clause ____ herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- R. The Allottee(s) has represented and assured the Promoter that the information, documentations, affidavits and assurances given by the Allottee(s) in the Registration Form and along with Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Application/Registration Form and this Agreement.
- 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 the all laws, rules, regulations, notifications etc. applicable to the 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 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 Unit.
- 1.2 The basic sale consideration of the Unit, including consideration for exclusive balcony, is Rs. _____/- (Rupees _____ only) (hereinafter referred to as "**Basic Sale Consideration of Unit**").
- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "**Additional Payments**"):
- a) Maintenance charges as per clause 9: Rs. _____/- (Rupees _____ only);
 - b) Service Tax/GST on all the above: Rs. _____/- (Rupees _____ only); and
 - c) Proportionate cost of insurance of Project Land and Project: Rs. _____/- (Rupees _____ only);
 - d) Towards Maintenance Corpus Fund: Rs. _____/- (Rupees _____ only) calculated @ Rs. _____ per sq. ft. of Super Built Up Area of Unit.
- 1.4 The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs. _____/- (Rupees _____ only), which shall hereinafter be referred to as "**Total Payable Amount**".
- 1.5 The Total Payable Amount above includes the Registration Fee of Rs. _____/- (Rupees _____) paid by the Allottee(s) to the Promoter towards the Unit. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.
- 1.6 The Total Payable Amount above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Unit to the Allottee(s) and the Project to the Maintenance Association after obtaining the completion certificate. However, the above Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall determined by the Promoter and shall be reasonable charges and payable by the Allottee(s) until the Common Areas and Common Facilities of the Project are not taken over by the Maintenance Association within 30 days of receipt of completion certificate of Said Project.
Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification/introduction.
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.7 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan attached herewith as Schedule-G (hereinafter referred to as "**Payment Plan**") and the Allottee(s) shall make payment demanded by the Promoter within the time and in

the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.8 The Total Payable Amount of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors and windows in the common areas, maintenance charges as per clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.
- 1.9 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.10 Till the date of execution of this Agreement, the Promoter has already received from the Allottee(s), a sum of Rs. _____/- (Rupees _____ only), out of the Total Payable Amount of Rs. _____/- (Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the Payment Plan.
- Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- 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 in respect of the Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.
- 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 Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Total Payable Amount for the Super Built Up Area/ Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area/Super Built Up Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area/Super Built Up Area, which is not more than three percent of the Carpet Area/Super Built Up Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s)

as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in proportion to the Total Payable Amount for the Unit.

- (i) Subject to clause 8, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below: 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 of the Project. Since the share/ interest of Allottee(s) in the common areas of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors and windows in the common areas, maintenance charges as per clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project;
 - (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Unit.
- 1.13 The Promoter has earmarked ____ parking space of the Allottee(s) at ____ and has also assigned parking space no. ____ as per the provisions of parking area and for proper management and utilization of parking area of the Project and the same has been annexed herewith as ____ **Annexure- IV**.
- 1.14 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.
- 1.15 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the 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 the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.16 That the Project shall always be known as "**SOMYA SKY CROWN C**" and the name of the Project shall not be changed except with the consent of the Promoter.
- 1.17 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under the Agreement to Sell whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay the due payments to the Promoter, as the Payment Plan or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 8 as stated below.

2. MODE OF PAYMENT:

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

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

4. TIME IS ESSENCE:

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

5. CONSTRUCTION OF THE SAID PROJECT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the 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, F.A.R., and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under clause 1.11 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

6. CONVEYANCE AND POSSESSION OF UNIT:

6.1 Schedule for possession of the Unit – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Project to the Maintenance Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of Project with all specifications, amenities and facilities of the Project in place on or before **31/03/2021**, 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 Project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter 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 make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest within forty-five (45) days from the date on which termination became

effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for execution of conveyance deed and taking possession- The Promoter, within thirty (30) days of obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit and also invite Allottee(s) to execute conveyance deed of the Unit along with detail of outstanding dues and stamp duty, registration charges and other incidental charges and the Promoter shall subject to receipt of Total Payable Amount of the Unit and such other charges as mentioned under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in common areas and also handover possession of the Unit within three (3) months from the date of issuance of the occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Association, as the case may be, after the issuance of occupancy certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee(s) at the time of conveyance of the same.

6.3 Failure of Allottee(s) to execute conveyance deed and take possession of Unit- Provided that, in case the Allottee(s) fails to deposit the stamp duty, registration charges and any other dues along with interest, if applicable, under this Agreement within the period mentioned in the offer notice/letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour and refuse possession of Unit till payment of all dues, including, stamp duty, registration charges, etc. to the Promoter is made by 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. Further, in case the Allottee(s) does not execute conveyance deed and/or does not take possession of Unit within the period mentioned in offer notice/letter after paying all dues and charges mentioned in offer notice/letter in accordance with this Agreement, then the Promoter shall have the option to cancel the allotment and forfeit Earnest Amount, the interest liabilities of the Allottee(s) and refund balance amount without any interest within 15 days of allotment/sale of Unit to a new buyer or the Promoter may without prejudice to their rights under this Agreement and under law, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter, the following amount:-

- a) The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
- b) Maintenance charges from the date of offer of possession as per notice of possession.

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay execution of conveyance deed and/or in taking possession of the Unit by the Allottee(s) exceeds thirty (30) days, the Promoter, without prejudice to its rights under this Agreement and under law, shall be entitled to terminate the allotment and forfeit Earnest Amount, the interest and other charges payable for delay in taking possession and refund balance amount without any interest, in fifteen (15) days of allotment/sale of Unit to a new buyer.

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

6.5 **Possession of Common Area and Facilities to RWA-** It shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Association within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount and interest liabilities of the Allottee(s). The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within fifteen (15) days of allotment/sale of Unit to a new buyer.

6.7 **Compensation** – The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Scheduled Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in clause 6.1 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 Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with Interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due, Provided that if the Allottee(s) does not intent to withdraw from the Project, the Promoter shall pay the Allottee(s) interest 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.

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

7. 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 and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Scheduled Land or the Project.

- (iv) There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled 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 Project, Unit and Common Areas and Facilities of the Project.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association.
- (x) The Scheduled 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 Scheduled Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 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) and Maintenance Association.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Scheduled Land and/or the Project.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1 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) within the time period specified in clause 6.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments of due installment/amount as per Payment Plan, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay Interest to the Promoter on the unpaid amount.
- (ii) In case the delay in making payment of due installment/amounts exceeds 90 days after notice from the Promoter in this regard, the Promoter may cancel/terminate the allotment of the Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) without any interest after deducting the Earnest Amount and the interest liabilities, within 15 days of allotment/sale of Unit to a new buyer.

Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination.

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

9. MAINTENANCE OF THE SAID PROJECT:

9.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with RERA, the Promoter shall maintain the Common Areas and Facilities of the Project at reasonable charges.

9.2 That a Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Common Facilities as described in Schedule - E hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Maintenance Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the apartments shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Common Facilities and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities. The Promoter shall handover the management/maintenance of the

Common Areas and Common Facilities upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Common Facilities in the Building/Project. Further, upon the formation of Maintenance Association, the Promoter shall handover the Maintenance Corpus.

- 9.3 That as and when the Common Areas and Common Facilities shall be handed over to the Maintenance Association, the Maintenance Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of any such possession to the Maintenance Association.
- 9.4 Allottee(s) will pay Maintenance Charges of Rs. _____/- per sq.ft. (Rupees _____ only) to the Promoter from the date of registry of unit to the date handed over of Common Areas and Facilities of the Project to the Maintenance Association. Such Maintenance Charges will be payable in advance at the time of registry of unit for a period of 12 months.
- 9.5 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of the Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.
- 9.6 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.
- 9.7 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per it Bye -Laws.

10. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the 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.

11. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Association shall have right of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Association to enter into the 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.

12. USAGE:

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

13. GENRAL COMPLIANCE WITH RESPECT TO THE UNIT :

- (i) Subject to clause 9 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, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenatable 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, building therein or common areas. 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. 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.
- (iii) 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 / Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (iv) The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/ Building's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- (v) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (vi) 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.
- (vii) It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the Building/ Project.
- (viii) 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 Project or for any illegal or immoral purpose.
- (ix) 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.

- (x) 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/Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Project and/or the Unit.
- (xi) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

15. ADDITIONAL CONSTRUCTIONS:

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

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of execution of sale deed. For the purpose of the same, the Promoter shall provide NOC's etc. as may be required by the Allottee(s).

17. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, 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 (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, _____, Rajasthan as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

18. ENTIRE AGREEMENT:

The Registration Form (defined hereinabove), Allotment Letter (defined hereinabove) and this Agreement along with its preamble, recitals and all its annexures/schedules, governs the rights and obligations between the Parties for the transfer of rights, title and interests in respect to the Unit in favour of the Allottee(s). The Application Form, Allotment Letter and this Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement and the Application Form, any changes or additional provisions must be set forth in writing, in a separate Agreement duly signed and executed by and between the Parties.

19. RIGHT TO AMEND:

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

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

Subject to clause 1.16, 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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

21. BROKERAGE:

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

22. WAIVER NOT A LIMITATION TO ENFORCE:

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

22.2 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.

23. SEVERABILITY:

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

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

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

25. FURTHER ASSURANCES:

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

26. PLACE OF EXECUTION:

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

27. NOTICES:

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

M/s	Allottee(s)

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.

28. JOINT ALLOTTEE:

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

29. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made there under.

30. GOVERNING LAW:

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

31. Disputes:

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

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

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale after reading and understanding all the terms and conditions of this Deed in their full sense and sound mind and without any coercion and undue influence at Jaipur, Rajasthan in the presence of attesting witness, signing as such on the day first above written.

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

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

<u>PROMOTER</u> For and on behalf of M/s SOMYA BUILDCON LLP
Name :
Signature
Designation :

<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-A

(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Prem Sagar Yojana, Gram Narsinghpura Urf Riksha, Tehsil Sanganer, Jaipur	Plot No. 63, 64, 83 and 84	966.16 Sqm.
	Total Area	966.16 Sqm.

2. The piece and parcel of the plot of land in site is bounded on the: -
In North: Plot No. 62 and 85
In South: Plot No. 65 and 82
In East: 40 ft Wide Road
In West: 60 ft Wide Road

And measuring

North to South: As per site plan (enclosed)

East to West: As per site plan (enclosed)

4. Other details of the location of the Project

Longitude: 75°52'29.88"E

Latitude: 26°48'5.21"N

5. LOCATION MAP

SCHEDULE-B

(Details of salient features of Project)

Underground Water Tank, Overhead Water Tank

SCHEDULE- C

(Description of the Unit)

<<<Flat No. to be given here>>>

SCHEDULE-D

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

Refer Floor Plan attached with this agreement

SCHEDULE- E

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

Common Area: Lift , Stairs , Corridor , Ramp.

Facilities –Emergency Excavation Services (Stairs)

SCHEDULE- F

(Detailed Plan of Development Works to be undertaken)

<< Development Plan to be attached>>

SCHEDULE- G

(Payment Details)

Stage of development works and completion of Unit	Percentage of the Total _____ as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

SCHEDULE- H

Stage Wise Time Schedule of Completion of Project

S. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1	Completion of Structure of the Building	31.03.2020	RCC Structure, Brick Work, door Frame, Plastering
2	Completion of development works (internal/external development works).	30.06.2020	Internal/ External Plaster, Plumbing, Tile work, Door shutter, Including Fittings, Windows, Electrical Fitting and testing, Internal Painting, External Painting.
3	Provision of civic infrastructure like water, electricity, sanitation	30.09.2020	Fire Fighting, Lifts, External work such as water/Sewer/Electric Connections.
4	Final Finishing and Miscellaneous Works	31.03.2021	Final Finishing and Hand Over

SCHEDULE - I

(Details of other external development work for the Project)

External Work – Boundary Wall, Drive Way, Underground Water Tank, Parking Area Development, Guard Room

SCHEDULE - L

(Details of specification of material used in construction)

Annexure- I

(Site Plan of the Project)

<<As Attached with the Agreement>>

Annexure- II

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

<<As Attached with the Agreement>>

Annexure-III

Layout plan of Unit

<<As Attached with the Agreement>>

Annexure- IV

Parking area of the Project

<<As Attached with the Agreement>>

For Sanyo Builders LLP
[Signature]
Partner