

Revised Form-G with Affidavit



राजस्थान RAJASTHAN

AS 190661

AFFIDAVIT

Umrao Singh Sancheti S/o Shri Gulab Singh Sancheti aged 57 year R/o- 6-A-2, Shastri Nagar Ext. Bhilwara 311001 (Raj.) duly authorized by the Promoters of M/s Universal Developers and Builders Pvt. Ltd. do hereby solemnly declare, Undertake and state as under :

1. That we have applied for revision of Building plan of our project "AAYAM" RERA Registration No.- RAJ/P/2017/275 at plot no.1 Vijay Singh Pathik Nagar Bhilwara-311001 State- Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (regulation and development) Rules, 2017.
2. That the draft agreement for sale attached with our aforesaid application is based on modal draft given as from G in the Rajasthan Real Estate (Regulation and Development) Rules 2017.
3. That the draft agreement for sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act. 2016 and the rules made thereunder.

for Universal Developers & Builders (P) Ltd.

Deponent

Verification

Auth Sign./ Director

I, Umrao Singh Sancheti S/o Shri Gulab Singh Sancheti aged 57 year R/o- 6-A-2, Shastri Nagar Ext. Bhilwara 311001 (Raj.) do hereby that the contents in para no. 1 to 3 of above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Bhilwara on 27 of May 2019.

for Universal Developers & Builders (P) Ltd.

Deponent

Auth Sign./ Director

191

UNIVERSAL DEVELOPERS AND BUILDERS PRIVATE LIMITED

Corporate Office: 101, Near Mahaveer Park, Nagori garden Bhilwara-311001
Registered Office: 64, Mahavir Nagar, Indore-452016
CIN NO:U45200MP2010PTC024465

Phone: +91 9950999977 E-mail: contact@udbgrp.in

ALLOTMENT LETTER

To,

.....

Dated: _____

Co - Appl. _____ (If, any)

Sub: Letter of Allotment of apartment/ Flat in project named "AAYAAM" at Plot No. 01, Vijay Singh Pathik Nagar Tehsil & District Bhilwara, Rajasthan

Dear Sir/ Madam,

Heartily Congratulations!!

We are delighted to inform you that you have been allotted an apartment / flat bearing no. on Floor, having tentative Carpet area of sq. ft. and exclusive balcony area of sq. ft., Built-Up area of sq. ft. and Super Built-Up area of sq. ft. ("Unit"), against your Registration/ Application form no. N/A dated N/A ("Application Form"), in our Residential Project named as "**AAYAAM**" which is being developed upon land admeasuring 1978.00sq.mtrs.corresponding to Plot no. 1, Vijay Singh Pathik Nagar, Bhilwara, in accordance with terms and conditions of said Application Form and this Allotment Letter.

The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Space Buyer Agreement/Agreement to Sell, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

For any query, please feel free to visit our Site or corporate office at 101, Near Mahaveer Park, Nagori Garden Bhilwara-311001 and can also call on +91 9950999977 and we would be happy to assist you. You can also e-mail to us on contact@udbgrp.in

Assure you the best of our services.

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

For Universal Developers & Builders (P.) Ltd.

N.S.

Auth Sign./ Director

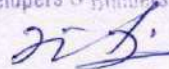
192

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A RESIDENTIAL UNIT IN THE RESIDENTIAL PROJECT NAMED "AAYAAM"

1. The Project has been registered with the Real Estate Regulatory Authority on dated 18-10-17 and the Project's registration Certificate No. is RAJ/P/2017/275. This Registration is valid for a period of 2 years commencing from 18-10-17 unless renewed by the Regulatory Authority. The details of the Promoter and Project are also available on the website (www.rera.rajasthan.gov.in/) of the Regulatory Authority as required under Act.
2. The basic sale consideration of the Apartment is Rs./- (calculated @ Rs./- per sq. ft. of Super Built up Area, including consideration for exclusive balcony (hereinafter referred to as "**Basic Sale Consideration of Apartment**").
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 ("**Additional Payments**"):
 - a) Escrow Corpus fund of Rs./- (calculated @ Rs./- per sq. ft. of Super Built up Area.
 - b) Interest free maintenance security deposit ("**IFMD**") Rs./- calculated @ Rs./- per sq. ft. of Super Built Up Area;
 - c) Service Tax/GST: As Applicable (Rs/-)
4. The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to is Rs./- (hereinafter be referred to as "**Total Payable Amount**").
5. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project but excluding GST, VAT/Service Tax/Cess or any other similar taxes levied in connection with the construction of the Project up to the date of handing over of possession of the Unit and more specifically detailed in Annexure-I annexed herewith.
6. The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs./- paid vide Cheque Number) - drawn on dated strictly in accordance with the Payment Plan annexed herewith as Annexure-I, through Account Payee Cheque/ Demand Draft or Online payment (as applicable) in favor of **UNIVERSAL DEVELOPERS AND BUILDERS PVT.LTD.** payable at Bhilwara. 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).

The promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in Annexure-I attached hereto ("Payment Plan")

For Universal Developers & Builders (P.) Ltd.



Auth Sign./ Director

193

and the Allottee(s) shall make payment demanded by the promoter within the time and in the manner specified therein.

7. The Total Payable Amount is escalation-free, save and except increases and introductions, which the Allottee(s) agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other introduction/increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of Project. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, newly introduced charges, cost/charges 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.
8. Every Allottee(s) shall bound to join, subscribe and become member of the Resident's Association, which will maintain common areas and common facilities of the Project and regular up keep of project and shall pay monthly maintenance charges to the Resident's Association as prescribed. The Allottee(s) shall sign and execute the application for becoming a member of the Resident's Association and sign the copy of bye-laws of the Resident's Association and shall duly fill-in, sign and return to the Promoter within ten (10) days of the same being forwarded by the Promoter to the Allottee(s). After the handover of common areas and facilities of the Project to the Resident's Association, it shall be the sole responsibility of the Resident's Association, to run and maintain the common areas and common facilities of the Project. The Promoter shall transfer the IFMD and Escrow Corus Fund to the Resident's Association without any interest to the Resident's Association.
9. In case there is any change/modification in the taxes or introduction of any new direct/ indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced accordingly. However, 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).
10. The Allottee(s) agrees to execute the Promoter's Standard Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter. A copy of Promoter's Standard Agreements in respect of the project is available on www.rera-rajasthan.in.
11. The Promoter shall periodically intimate to the Allottee(s) about the installment/amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.
12. The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.

For Universal Developers & Builders (P) Ltd.



Ansh Singh / Director

194

13. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Promoter shall not accept any payment/remittances made by third party on behalf of Allottee(s) and if in case such payments are accepted, the person paying on behalf of Allottee(s) shall have no right for any claim against the Promoter. All taxes, levies or assessments, in respect of the unit, falling due from the date of possession shall be borne by the Allottee(s).
14. A detailed agreement to sell shall be executed between the Allottee(s) and the Promoter in the Promoter's standard Agreement for Sale format mentioned hereinabove.
15. The sale deed shall be executed and got registered and title of the Unit along with pro rata share in common areas and facilities of the Project shall be conveyed by the Promoter in favour of the Allottee(s) within a period of three(3) months from the date of issue of Occupancy Certificate or respective certificate from competent authority subject to full and final payment of all money payable including interest, if any, and all other dues of the Promoter by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement to Sell. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).
16. The timely payment of installment as per the Payment Plan shall be the essence of this allotment. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("**Rules**"). If the above default in payment extends for a period beyond 1 month after demand notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Unit and refund the amount paid by the Allottee(s) after deducting **10%** of the Basic Sale Consideration of Unit ("**Earnest Amount**"), all taxes, duties, cess, etc. deposited by the Promoters to the concerned department/ authority in respect of the unit and the interest liabilities after the sale of unit to a new allottee, from the amounts realized from the such new allottee.
17. The Promoter upon obtaining the occupancy certificate or respective certificate from competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for sale to be taken within 30 days from the date of issue of occupancy certificate.
18. Subject to force majeure, the Promoter agrees to offer possession of the Unit on or before In the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount and interest liabilities and refund balance amount without any interest or the Promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter the following amount:-
 - i. The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
 - ii. Maintenance charges from the date of offer of possession as per notice of possession.

- 195
- iii. Holding/ safeguarding charges @...../-rs per sq. ft. of carpet area per month for the period of delay.

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee exceeds 60 days, the Promoter, without prejudice to its rights under this allotment letter, shall be entitled to terminate the allotment and forfeit Earnest Amount, the interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of Unit of a new allottee, from the amounts realized from the such new allottee.

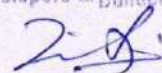
19. In case the Allottee(s) cancels/ withdraws from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Amount, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the promoter to the concerned department/authority in respect of the unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of unit to a new allottee, from the amounts realized from the such new allottee.
20. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the unit and the Promoter shall be entitled to transfer the unit to any other person(s) at its own discretion.
21. In the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest at 9% p.a within forty-five (45) days from that date The promoter shall intimate 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 Application Form, this Allotment Letter and Agreement to sell to be executed.
22. The Promoter shall not make any additions alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fitting and amenities in respect of the said unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alternations in the sanctioned plans, layout plans and specifications of the buildings or the common areas and facilities in respect of the Project *after* the building plan, layout plan, sanction plan and specifications, amenities and facilities has been /will be approved by competent authorities in present or in future and disclosed, except for provided in the Act, without the previous written consent of the 2/3rd of allottee(s) of the Project 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 alternations as may be required by the Allottee(s), or such minor charges or alternations as per the provisions of section 14 of RERA.
23. The Promoter shall confirm to the final Carpet Area/ Super Built up Area that has been allotted to the Allottee(s) after the construction of the Project 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 payable for the Super Built Up Area/Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at



Auth Sign./ Director

15% pa from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed in Clause 4.

24. The Allottee(s) shall be liable to pay from the date of offer of possession, urban development tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the super built up area/carpet area of unit to the super built up area/carpet area of all apartments in the Project. 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 or notice in this regard from the promoter failing which the Promoter shall be entitled to charge interest 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.
25. On intimation from the Promoter, the Allottee(s) shall be bound to execute the Agreement for sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard and/ or failure to adhere to the terms and conditions mentioned in demand letters or such notice, the Promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be (forfeited) returned to the Allottee(s) after deducting 20% of the received amount without any interest or compensation whatsoever within Forty-five (45) days from the date of termination and the Promoter shall be free to deal with the Unit as it may deem fit and proper and the Allottee(s) shall not have any right, title, interest and/or lien over the Unit.
26. In case, the Allottee(s) wishes to assign the booking/allotment in favor of another person, the transfer will be allowed only after payment of Rs. 30/- per sq. ft. of agreement area as transfer fee. (Subject to Applicable Taxes additionally) Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by promoter or as per mutual consent of the parties. Any transfer to grandmother, granddaughter, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including income tax, stamp duty and registration charges, etc. in respect of such transfer.
27. 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 this Allotment letter and 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 in payment of due amounts to the Promoter, as the payment plan mentioned in **Annexure-I** annexed herewith on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any



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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 16 as stated above.

28. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.
29. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.
30. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoter in accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Unit and the Promoter shall be entitled to allot such unit to any other applicant.
31. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, RERA, etc. as may be applicable on the Project.
32. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and had clearly understood his obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and its agents and representatives indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.
33. This Allotment Letter shall be construed in accordance with Act, Rules and regulations made there under including other applicable Laws of India for the time being in force.

Warm regards,

For

UNIVERSAL DEVELOPERS AND BUILDERS PVT. LTD

(Authorized Signatory)

For Universal Developers & Builders (P.) Ltd.



Auth Sign./ Director

190

Affix
photograph of
Allottee with
signature across
the photograph

FORM G
(See Rule-9)
AGREEMENT FOR SALE

Affix
photograph of
authorized
signatory of
promoter with
signature across
the photograph

This Agreement for Sale, rec (hereinafter referred to as "Agreement") is executed at
BHILWARA on day of

BY AND BETWEEN:

M/S UNIVERSAL DEVELOPERS AND BUILDERS PVT.LTD. (CIN NO. U45200MP2010PTC024465) a company incorporated under the provisions of the companies Act,1956/2013 and having its registered office at 64, Mahaveer Nagar, Indore (M.P.) PAN AABCU2278A, here-in-after referred as **"THE PROMOTER"** represented through its by its authorized signatory director Mr. Umrao Singh Sancheti son of Mr. Gulab Singh Sancheti, age 58 years, by caste Jain, resident of 6-A-2, New Housing Board, Shastri Nagar, District Bhilwara-311001 (Rajasthan) Aadhar No. 341215506572 authorized vide company board resolution dated 17/02/2017 (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its representative, assignees, legal successor(s), in interest) of the **FIRST PART.**

AND

Mr/Mrs. of age Years resident of
..... Aadhar No..... PAN
.....



Auth Sign./ Director

JOINTLY WITH

Mr./Mrs./Ms. _____ Son/Daughter/Wife _____ of
 _____ age _____ Years resident of

Aadhar No. _____ PAN _____

(here-in-after singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context of meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees) of the **SECOND PART**.

The Promoter and Allottee(s) shall here-in-after be collectively referred to as "Parties" and individually as "Party".

INTERPRETATIONS/DEFINITIONS

- (1) In this Agreement, the following expression unless repugnant to the context shall have the meaning assigned thereto:-
- (a) **"Act"** means the Real Estate (Regulation and Development) Act 2016.
 - (b) **"Brochure"** mean the brochure showing the details and specifications of the project as circulated by the promoter at the time of booking of Apartment or Flat or Building, as the case may be.
 - (c) **"Built-up area"** means the sum of area of apartment or Flat, it shall include area encompassed within the walls of apartment or flat, all balconies, whether covered or un-covered, and thickness of wall, in case there be as common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
 - (d) **"Interest"** means the interest payable at the rate specified in the rules.
 - (e) **"Para"** means a para of this Agreement.
 - (f) **"Prospectus"** means the prospectus showing the details and specifications of the project as circulated by the promoter at the time of booking of apartment or flat or building, as the case may be.
 - (g) **"Regulation"** mean the Regulation made under the Act.
 - (h) **"Rules"** means Rajasthan Real Estate (Regulation and Development) Rules, 2016.
 - (i) **"Schedule"** means the Schedule attached to this agreement.
 - (j) **"Section"** means the section of the Act.\
 - (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, 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 bye-laws, 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.



- 200
- (l) **"Apartment"** shall mean a flat/unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
 - (m) **"Authority"** shall mean The Real Estate Regulatory Authority.
 - (n) **"Approved Plans"** shall mean the plans and designs of Project 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.
 - (o) **"Brochure"** means brochure depicting 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 Annexure-II.
 - (p) **"Building"** shall mean the building/ tower/block in the Project where the Allottee(s) has been allotted his "Unit" and more particularly detailed in the Schedule-B attached hereto.
 - (q) **"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);
 - (r) **Common Areas And Facilities Of The Project:** shall mean such common areas, facilities, equipment and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project (as defined herein- below) and more particularly detailed i the schedule-G attached hereto.
 - (s) **"Conveyance Deed:** (1) in respect of the Unit shall mean written instrument executed between the Promoter and the Allot tee (s) through which the ownership of the Unit is transferred in favour of Allot tee (s) by the Promoter subject to and in accordance with the terms of his Agreement (2) in respect of the Common Areas and Common facilities shall mean written instrument executed between the promoter and the Resident's Association through which the ownership of the Common Areas and Common Facilities is transferred in favor of Resident's Association by the Promoter subject to and in accordance with the terms of this Agreement.
 - (t) **"Earnest Amount:** shall mean 10 % of the Basic sale Consideration of Unit.
"Interest Rate " Means the State Bank of India highest marginal cost of l)ending Rate Plus two p% of such other rate as may be applicable from time to time as per the Act and Rules.
 - (u) **"Resident's Association:** Shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Project, which shall by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the management/Maintenance of Common Area and Facilities of the Project.
 - (v) **"Super Built up Area"** shall mean & include Carpet Area, the exclusive areas coupled with the flat and the proportionate area occupied by the Common Area and Common Facilities.
 - (2) 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 (Rajasthan Act No. 35 of 1959) or in the Rajasthan Municipalities Act



2009(Rajasthan 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 law.

WHEREAS THE PROMOTER DECLARES THAT-

- A. The Promoter is in lawful possession of the land situated at **Plot No. 01, Vijay Singh Pathik, Nagar Tehsil & District Bhilwara** with total area admeasuring of **1977.70** square meters (here-in-after referred as "Land" and more fully described in **Schedule-A**).
- B. The Promoter is the absolute and lawful owner of totally admeasuring 1977.70 square meters situated at Plot No. 01, Vijay Singh Pathik Nagar Tehsil & District Bhilwara vide Lease deed/Patta S. No. 922 dated 17.08.2016 issued by Urban Improvement Trust, Bhilwara, which was duly registered with the office of sub-registrar Bhilwara in Book No. 1, Volume No. 347, Page No. 70, S. No. 201603026107190 on dated 22-08-2016 and copy of the same was filed in additional Book No. 1, Jild No. 1387, Page No. 285 to 297.
- C. The Said Land is earmarked for the purpose of residential group housing project comprising multistoried apartment buildings and the said project shall be known as '**AAYAAM**'.
- D. The UIT Bhilwara has granted the commencement certificate to develop the Project vide dated 05.10.2016 bearing no. 779-82 for Group Housing Flats.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed.
- F. The Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing "project" after getting necessary permissions/approvals from the concern competent authorities and which inter-alia comprising of apartment/building and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto, on a piece and parcel of land admeasuring 1977.70 square meters situated at Plot No. 01, Vijay Singh Pathik Nagar Tehsil & District Bhilwara, and latitude & longitude of the and points of the project are fully described in the **Schedule-A**.
- H. The Project has been registered with the "RERA" on dated 3/10/2017 and the project registration certificate No. is RAJ/P/2017/275. This registration is valid for a period of 3 years commencing from 10/05/2016 and ending with 10/4/2019 unless renewed by the regulatory Authority. The details of Developer and project are also available in the website (www.rera.rajasthan.gov.in/) of the regulatory authority.
- I. The Building plan of the project (whole project) has been sanctioned vide no. 779-82 dated 05.10.2016 by UIT Bhilwara and copy of which enclosed as **Schedule-B**
- J. Approval of specification of the project and permission of building construction under the relevant legal provisions has been accorded vide no. 779-82 dated 05.10.2016 by the UIT Bhilwara. The specifications of the project are as described in **Schedule-B**



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202

The promoter agrees and undertakes that shall not make any changes to these approved plans expect in strict compliance with section 14 of the act and other laws as applicable;

- K. The details of plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use or renewable energy etc., as required under clause (e) of sub-section (2) of section 4 of act have been specifically provided under clause(e) of sub-section(2)of section4,area as under :-
- | | |
|----------------------------------|----------|
| 1. Fire-fighting facilities | Proposed |
| 2. Drinking water facilities | Proposed |
| 3. Emergency evacuation services | Proposed |
- L. The details of salient feature of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and disposal of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed have been specifically provided in **Schedule-H** attached here to.
- M. the details of specifications of material used in construction of the Project have been specifically provided in **Schedule-E** attached hereto.
- N. The Stage wise time-schedule of completion of the project/phase thereof including the provisions of civil infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works have been specifically provided in **Schedule-K** attached hereto.
- O. The Promoter has a separate account in Branch **Azad Chowk, Baroda Rajasthan Kshetriya Gramin Bank (BRKGB)** for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- P. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoters regarding the Scheduled Land on which the Project is being developed.
- Q. The Allottee(s), being aware of the Project and details given above as well as in the Brochure, has applied for allotment and purchase of an Apartment in the Project vide booking/application form No. dated N/A ("Booking Form"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule-J** (hereinafter referred to as "Booking Amount") as an advance payment/booking amount, which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement more particularly detailed in Schedule-J as per terms and conditions of this Agreement.
- R. The Promoters have allotted Apartment in the Project to the Allottee(s) 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-E attached herewith and hereinafter referred to as the "Unit").
- S. The details of floor plan of the Unit and Project is given in **Schedule-F**.



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- 203
- T. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- U. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment.

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 Promoters hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit/Apartment.
- 1.2 The basic sale consideration of the Unit including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit") is more particularly detailed in Schedule-J.
- 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") as detailed in Schedule-J.
- 1.4 The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit as detailed in Schedule-J shall hereinafter be referred to as "**Total Payable Amount**".
- 1.5 The Total Payable Amount above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in Schedule-J. 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 terms of this Agreement.
- 1.6 The Total Payable Amount above includes taxes (comprising of taxes paid or payable by the Promoters by way of value added tax, service tax/ GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called, up till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities to the Resident's Association, after obtaining the completion certificate.

However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the



Total Payable Amount above does not include upfront maintenance charges, which shall be determined by the Promoter on agreement area basis and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Resident's Association after obtaining the completion certificate of 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 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).

1.7 The promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in schedule-J attached hereto ("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 the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.8 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 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 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 said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.9 As more particularly mentioned in **Schedule-J** above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum out of the Total Payable Amount and the Allottees(s) agrees and undertakes to pay the balance amount of the Total Payable Amount strictly in accordance with the Payment Plan as more particularly detailed in Schedule-J.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per the Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any due under this agreement.

1.10 The Promoters shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule-F in respect of Unit without the previous written



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22

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consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the buildings or the Common Areas and Facilities of Project as described therein at Schedule - G in respect of the Project without the previous written consent of the 2/3rd of Allottee(s) of the Project 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 without the consent of the allottee(s) but after declaration and intimation to the allottee(s)

- 1.11 The promoter shall confirm to the final Carpet Areas 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 Carpet Area. The Total payable Amount for the Carpet Area/Super Built-up area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area than the promoter shall refund the excess money paid by Allottee(s) within 45 days with interest computed at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the carpet area, which is not more than three percent of the Carpet Area of the Apartment, allotted to the Allottee(s) the promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed in Schedule-J.
- 1.12 That the Unit is part of the Building and it is in the interest of the Allottee(s) that some safeguards be provided to prevent unauthorized persons to enter into the Apartments/Unit/Project, including the Common Areas and Facilities and to give an effective hand to the Promoter /Resident's Association to deal with such unlawful entrants/peddlers, etc. and also to enable the Promoter /Resident's Association and lawful occupants of the various Apartments in general, to deal more effectively with the security of the Apartment Unit/Project and maintenance of order therein, the entry be regulated. For this purpose, the Allottee(s) agrees that the Promoter /Resident's Association shall be free to restrict the entry of anyone into the Project whom it considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the Allottee(s)/ occupant to come to the gate to personally escort the persons from the gate to his/her Apartment and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day lime it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Promoter/Resident's Association.



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206

- 1.13 Subject to Term No. 8.3 the promoter agreed and acknowledges, that after registration of Conveyance Deed of the Unit/Apartment, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas and facilities 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 to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment 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 Apartment.
- 1.14 The promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the promoter agrees to be liable, even after the transfer of the property, to pay such 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.
- 1.15 The Allottee(s) agrees and understands that the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which they shall be free to deal with, in accordance with Applicable laws.



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206

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

1.17 That the Project shall always be known as "**AAYAAM**" and the name of the Project shall not be changed except, with the consent of the Promoter.

2 **MODE OF PAYMENT:**

Subject to the terms of the agreement and the promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at through account payee cheque/demand draft/ banker's cheque or online payment (as applicable) in favor of

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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) authorized 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 Apartment, 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:**

4.1 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 as extended as per the applicable law with the Authority and towards handing over the Apartment to the Allottee(s) and the common areas and facilities of the project to the Resident's Association.

4.2 Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment / charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

5. **CONSTRUCTION OF THE PROJECT:**

The Allottee(s) has seen, understood and accepted the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall



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208

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

6. CONVEYANCE DEED AND POSSESSION OF SAID UNIT:

6.1 Schedule for possession of the said Apartment—The Promoter agrees and understand that timely delivery of possession of the Apartment to the Allottee(s) and the common areas and facilities to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. Similarly, the Allottee(s) understands that the timely payment of Total Payable Amount' of the Unit and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Total Payable Amount and other amount by the Allottee(s) as per this Agreement, The promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 04/10/2019, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the Allottee(s) the entire amount received by the promoter from the Allottee(s) with interest within forty-five days from that date. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agreed that he/ she shall not have any rights, claims etc. against the promoter 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 of the Apartment/Unit and taking possession:-

The Promoter, within 30 days of obtaining the occupancy certificate or respective certificate from competent authority, shall *vide* offer letter invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement) to execute and register Conveyance Deed of the Unit and offer the possession of the Unit/Apartment.



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208

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The Promoter shall, subject to receipt of Total Payable Amount in respect of the Apartment as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Project and also hand over 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 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), after taking possession (which shall be after the issuance of completion certificate for the Project) agree(s) to pay the maintenance charges along with applicable taxes as determined by the Promoter or Resident's Association, as the case may be. The Promoter shall hand over the occupancy certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or Deficiencies/penalties imposed by the competent authority. The Promoters 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.

- 6.3 Handing Over of Common Areas and Documents:** After obtaining the occupancy certificate it shall be the responsibility of the Promoter to hand over the necessary documents and plan, including Common Areas and Facilities of the Project to the Resident's Association within thirty days after obtaining the completion certificate.
- 6.4 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 in case the Allottee(s) cancels/withdraws from the Project without any fault/ default of the Promoters, the Promoter shall be entitled to forfeit the earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoters to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee(s)/buyer.
- 6.5 Compensation:** The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the 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



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compensation under this Clause shall not be barred by limitation provided under any law for the time being in force.

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

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 said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said 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 said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas 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 or any other agreement / arrangement with any person or party with respect of said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Unit



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to the Allottee(s) and the common areas to the Maintenance Society.

- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property.
- (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter by which rights of Allottee(s) in respect of the Scheduled Land and/ or the Project/Unit is being affected.
- (xiii) The Promoters 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 under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only' and in case of cancelation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

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 Apartment /Flat to the Allottee(s) ,without any default on the part of 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 Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
 - (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation or expiry of his



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2-2
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registration under the provisions of the Act or the rules or regulations made there under.

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

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

8.3 The Allottee(s) shall be considered under a condition of default, on the occurrence 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 8.3 (i) above continues for a period beyond 2 months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 6.2 the delay or 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).



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8.4 The Promoters' rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon Occurrence of event of default mentioned in Clause 8.3(ii) the Promoters 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 8.3(iii), (iv), (v) and (vi) the Promoters shall have the option to terminate this Agreement as mentioned in Clause 8.4 (ii); Further in case of event of default under Clause 8.3(iii), till the time Promoters exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 8.4 (i) and (b) recover maintenance charges along with applicable taxes, from the date of issuance of offer Letter and (c) recover holding/safeguarding charges @100 per sq. feet per month on the Total Payable Amount of the Unit; and (d) taxes mentioned in Clause 6.6; (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 8.3(iii) and Allottee(s) hereby authorizes the promoters for the same.
- (iv) The rights and remedies of the Promoters under this Clause shall be in addition to other rights and remedies available to the Promoters under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoters of its right of charging such interest or of the other rights mentioned in this Agreement.

8.5 Upon termination of this Agreement by the Promoters as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoters 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 after the sale of Unit to a new Allottee/Buyer, from the amounts realised from such new Allottee(s)/buyer::

- (i) The Earnest Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Promoters to the concerned department/ authority in respect of the Unit;
- (iii) The interest and charges paid/payable by the Allottee(s) to the Promoter as per Clause 8.4(i) and/ or 8.4 (iii), if applicable;

8.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings



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2/14

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 BUILDING / PROJECT:

- 9.1 That until the handover of the Common Areas and facilities of the Project to the Resident's Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities by upfront maintenance charges, which shall be determined by the Promoter on agreement area basis and payable by the Allottee(s) .
- 9.2 That a Resident's 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 Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter NO.1 and/or Resident's 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 of Project shall become the members of the Resident's Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Resident's Association. Until the formation of the Resident's Association under the Applicable Law's, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Resident's Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Resident's Association under the Applicable Laws to the Resident's Association, and the Resident's Association will take care of the Common Areas and Facilities of the Project.
- 9.3 The Promoters shall transfer the IFMD-as per above distributed deposit and Escrow Corpus to the Resident's Association without any interest.
- 9.4 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 the Project to Resident's Association as per the Act, it shall be the sole responsibility of the Resident's Association, to run and maintain the Common Areas and Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of 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 Resident's Association, from time to time & regularly.
- 9.5 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 along with applicable taxes if any, as determined and thereafter billed by the Resident's Association and performance by the



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Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Resident's Association from time to time.

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

10. AMINITIES

- 10.1 The Promoter shall make Fire Safety Measures as prescribed by the concerned authorities if, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter, which shall be final and binding on the Allottee(s).

10.2 ELECTRICITY CONNECTION:

That the Promoter shall provide a single point metering system for the Project, which is being provided by AVVNL, for the entire Project and according to which electric connection / supply shall be provided by Promoter through prepaid meter cost of which along proportionate security deposit will be borne and paid by the Allottee(s). The Allottee(s) shall be required to get the meter recharged/paid bill to avail electricity facility for his Unit. However, if the Allottee(s) fails or is unable or delays to get his meter recharged/paid bill, the electricity would automatically get disconnected and the Allottee(s) shall be held solely responsible for the same. The Allottee(s) shall pay the pre-paid charges of the electrical meter, to the Promoter until formation of Resident's Association and upon formation of Resident's Association, to the Resident's Association, computed at the actual prevailing rate based on actual power to be consumed by the Allottee(s) subject to minimum charges calculated on the basis of electricity / power load of the Allottee(s) along with proportionate common electric charges according to the area occupied by the allottee(s). In case of any differences in electricity billing units recorded in meter of the Promoter and aggregate/cumulative/total billing units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among all buyer and occupants of the Project and shall be paid by them in proportion to the area owned by them or occupied by them.

- 10.3 The Promoter has made provisions for overhead and underground water tank for supply of water as per the requirement assessed by the Promoter. The Allottee(s) shall bear the proportionate charges for potable water procured from PHED and/ or from outside vendor in case of any such shortfall.

11. DEFECT LIABILITY:



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

12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agree to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/ or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/ or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement Or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 20 and/ Or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).
- 12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 12.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in



217

no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. **RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/Resident's Association shall have right of unrestricted access of all Common Areas and Facilities of the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Resident's 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.

15. **USAGE:**

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

The Promoter has earmarked parking space for the Allottee(s) as detailed and set out in Schedule-L for proper management and utilization of parking area of the Project and map of earmarked parking space has been annexed herewith as Annexure-I.

16. **GENRAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- (i) That if the Allottee(s) wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of Rs. 30/- per sq. ft. of agreement area as transfer fee (Subject to Applicable Taxes additionally). Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter or as per mutual consent of parties. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be *solely* responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. *in* respect of such transfer.
- (ii) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- (iii) 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 tenantable condition and repair and maintain the same in a fit and



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- proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- (iv) The Allottee(s) further undertakes, assures and grants that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the building/Projector 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
 - (v) 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/ Resident's Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Resident's 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).
 - (vi) The Allottee(s) recognizes that the Unit is being serviced by the Resident's Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Resident's Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
 - (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 Resident's Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the 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 Resident's Association in effectively keeping the Unit and/ or the Project secured in all ways. For the purpose of security, the Resident's Association would be free to restrict and regulate the entry of visitors into the building/ 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 Project or for any illegal or immoral purpose.
 - (xi) Allottee(s) shall not throw dirt, rubbish, rags, garbage 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 and shall dispose the waste by following the waste disposal mechanism of the Project.
 - (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/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.
 - (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 Resident's Association and/or maintenance agency appointed by the Resident's Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xv) Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Resident's Association and the Promoter/Resident's Association may permit the same subject to appropriate conditions.
- (xvi) The Allottee(s) shall ensure complete safety of material and the equipment kept in the Apartment/Unit, to be used or useable in the interior works undertaken by the Allottee(s) and the Promoter/Resident's Association shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/Resident's Association shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Apartment/Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) itself/himself /themselves. The Allottee(s) shall indemnify and keep the Promoter/Resident's Association harmless against all such claims or liabilities.
- (xvii) The Allottee(s) shall not be permitted to close/ cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the Maintenance Agency/Society, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbours and also does not hamper the aesthetics of the Project.
- (xviii) The Allottee(s) agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.
- (xix) That the Allottee(s) shall permit the Promoter/Resident's Association or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee(s) agrees to make good within one month of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/Resident's Association to the Allottee(s).
- (xx) The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

17. **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.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertake 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/ will



be approved by the competent authorities at present or in future and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON UNIT:

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 registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, 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 of Ajmer District (address of Sub Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/ or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application/ 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.

21. ENTIRE AGREEMENT:

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.

22. RIGHT TO AMEND:

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

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



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 all occupants, tenants, licenses and / or subsequent allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and / or subsequent allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) in the Unit is permissive or hostile.

24. **BROKERAGE:**

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

25. **REFUND OF AMOUNTS PAID DURING DEVELOPMENT**

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

26. **WAIVER NOT A LIMITATION TO ENFORCE:**

26.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan 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 Allottee(s).

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:**

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:**

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.

29. **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.

30. **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), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar at Bhilwara District (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Bhilwara.

31. **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 as specified in Schedule-D. 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:**

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. **NRI ALLOTTEES:**

33.1 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.

33.2 The Promoter accepts no responsibility in regard to matters specified in clause 33.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/ allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

34. **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 thereunder.

35. **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.

36. **DISPUTES:**

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



Universal Developers & Builders (P) Ltd.

223
Auth Sign./ Director

- 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 WHEREOF the Parties have signed this agreement with their free will and consent, without any compulsion or coercion at BHILWRA and in the presence of attesting witnesses:

Signed And Delivered By within named Allottee(s) in presence of witnesses

..... day of month.....Year

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

Signed and Delivered by the within named Promoter in presence of witnesses at BHILWARA on day of month.....Year.

PROMOTER For and on behalf of M/s: UNIVERSAL DEVELOPERS AND BUILDERS PVT. LTD.
Name:
Signature:
Designation: DIRECTOR



WITNESSES
1- Signature
Name
ADDRESS
2- Signature
Name
Address

SCHEDULE – A

(Description Of Land)

All that the project land is situated at Plot No. 1 Vijay Singh Pathik Nagar, Bhilwara totally admeasuring 1977.70 square meters situated at Bhilwara Tehsil & District Bhilwara (Rajasthan).
Latitude/ Longitude of the end points of the Project
In North 25.36,74.65
In South 25.359,74.65
In East 25.36,74.65

SCHEDULE-B

(Approved /sanction plan of the Project)

SCHEDULE-C

(Floor Plan of the Apartment)

SCHEDULE – D

(Description of Flat/Apartment/Unit)



- (i).Apartment No.
- (ii) Floor No. of the Building
- (iii) Carpet Area sq. ft. and exclusive balcony area of sq. ft.
- (iv) Built-up Area sq.ft.
- (v) Super Built Up Area sq. ft.

SCHEDULE-E

(Details of specification of material used in construction)

Cement	PPC cement
Steel	Fe 415 & Fe 500
C P Fittings	Renowned brands
Sanitary wares	Renowned brands
CPVC Pipes	Renowned brands
UPVC/SWR Pipes	Renowned brands
Tiles	Vitrified
Wall Tiles	Ceramic tiles
Paint	Renowned brands
Wires	IS 694 FR grade
Fire Safety Equipment	ISI Mark

SCHEDULE-F

(Specifications, facilities, amenities, which are part of the Apartment) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Developer at time of booking of Units in the Project)

SPECIFICATIONS

1. Living/Dining/Bedrooms
Flooring – Premium quality vitrified tiles
Wall Finish- POP finish
Ceiling- POP finish
2. Toilets



For Universal Developers & Builders (P) Ltd.

[Signature]
Auth Sign./ Director

227

Flooring – Anti-skid ceramic tiles
Wall Finish – Ceramic tiles up to 7'0" height
Ceiling – Falls ceiling
Fittings— Premium quality cp fittings with european wc and wash basin

3. Kitchen

Flooring - Premium quality vitrified tiles
Wall Finish – POP finish and 2'0" high ceramic tiles above counter
Fittings- Stainless steel sink with CP fittings

4. Balcony

Flooring – Anti-skid ceramic tiles
Hand Rail –M.S.railling with enamel paint

5. Door And Window

Door – Wooden frame with designer flush door with laminated on both side
Window-Aluminium powder coated
Fitting –Quality fittings on doors

6. Common Lobby

Flooring - Anti-skid ceramic tiles/natural stone as per architecture consultant
Wall Finish-Pop and emulsion paint
Ceiling - POP and emulsion paint

7. Staircase-

Riser And Tread –Natural stone
Hand Rail- M.S.railling with enamel paint

8. Security And Safety

Earth quake resistance structure
Fire fighting system
Security guard cabin at entry and exit
CCTV surveillance in common areas

9. Water Supply

24 hour water supply
Rain water harvesting system

10. Electrical

Power backup for common areas
Lighting and fixtures in common areas
TV/Telephone Etc. points in units at appropriate places.

Facilities

1. Society office
2. First aid room
3. Area for services like DG, transformer etc.
4. Separate two wheeler parking space

Amenities

1. Party lawn
2. Swimming pool with changing rooms and lockers
3. Gymnasium
4. Yoga/Aerobics hall
5. Multipurpose hall with indoor games and reading corner



For Universal Developers & Builders (P) Ltd.

[Signature]
Auth Sign./ Director

SCHEDULE-G

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

1. Scheduled Land
2. Staircase and landings on all the floors including main entrance lobby.
3. Common passage on the Ground Stilt Floor.
4. Water pipes and other plumbing installation from/for the overhead and underground tanks.
5. Water tanks for storage and supply of the water.
6. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Flat), Transformer etc.
7. Light and electrical (Wings in the aforesaid common parts.
8. Boundary wall.
9. Main Entrance Gate(s) for Entry and Exit in the Said building.
10. Bore-well and pump.
11. Common Toilets & lobbies
12. Lift and its machineries.
13. Generator
14. Telephone lines.
15. Landscape.
16. Power Back-Up for Common Areas
17. Swimming pool area
18. Lawn
19. Club area
20. Two wheeler parking area

SCHEDULE-H

(Detailed Plan of Development Works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in various phases in the Whole Project including the said Project:

- i) Fire Fighting Facilities- Fire-Fighting equipment/facilities will be provided in the whole project as per NBC guidelines/Local Fire Authority.
- ii) Water Supply- The provision for water supply is being clone as per the prevailing norms. Supply (from PHED and/or other concerned departments shall take place in due course and therefore till the time water shall be obtained through tube well by the allottees.
- iii) Emergency Evacuation Services- It has been proposed to provide 2 staircases (1 normal staircase and "1 fire escape staircase)" of appropriate width in accordance with the NBC guidelines.
- vi) Electrical Supply- A single point metering system is provisioned for the project and accordingly electric connection / supply shall be provided by Promoter to the



For Universal Developers & Builders (P) Ltd.

227
Auth Sign./ Director

Allottee(s) through meter cost of which along with proportionate security deposit will be borne and paid by the Allottee(s).

vii) Rain Water Harvesting -Water from all open areas including terrace shall be collected through designed storm water system, which shall recharge the ground water as per norms.

SCHEDULE - I

(Details of Advance Payment)

The Allottee(s) has paid Rs./- to the Promoter as advance at the time of booking vide application/booking from no. N/A dated N/A.

SCHEDULE - J

(Payment Details)

Details of Basic Sale Consideration and Additional Payments:-

The Basic sale consideration of the Unit is Rs./- including consideration for exclusive balcony ("Basic Sale Consideration").

The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits etc ("Additional Payments"):

- Escrow Corpus Fund of Rs./- calculated @ Rs./- per sq.ft. of Super Built up Area;
- Interest free maintenance security deposit ("IFMD") Rs./- calculated @ Rs./- per sq.ft. of Super Built Up Area;
- Service Tax/GST: Additional

The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is as per table.

TOTAL PAYABLE AMOUNT

A	CONSIDERATION FOR SALE OF FLAT NO.	AMOUNT
	The aggregate of Basic Sale Consideration of Unit	
	Add : GST on Sales	SGST @ 6%
		CGST @ 6%
	TOTAL CONSIDERATION FOR FLAT NO.	
	(In Words- Thirty Four Lakh Seventy Two Thousand Only.)	

B	Additional Payments	AMOUNT
	1. Interest free maintenance security deposit ("IFMD")	
	Add : GST	SGST @ 9%



229

	CGST @ 9%	
	Sub Total (A)	
2. Escrow Corpus Fund		
TOTAL ADDITIONAL CONSIDERTAION		

➤ **Balance Consideration:-**
 The Allottee(s) hereby agrees to pay balance amount of Rs...../-
 of the Total Payable Amount.

➤ **Payment Schedule:-**

Stage of development works and completion of Unit	Percentage of the Total Price as calculated under Term & Conditions No.	Instalment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)
Schedule as per Individual Mutual Agreement with the Respective Buyer & Promoter.			

SCHEDULE - K
 (Time-schedule of completion of the project)

Project under process. Schedule date of completion

SCHEDULE - L
 (Details of Parking)

UNIT	ONE
------	-----



Universal Developers & Builders (P) Ltd.

[Signature]
 Auth Sign./ Director

Old Form-G with Affidavit

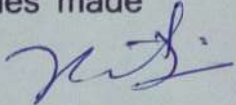
राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत
स्टाम्प राशि पर प्रभारी अधिभार

1- आधारभूत अवसंरचना सुविधाओं हेतु
(धारा 3-क) 10% रुपये.....

2- गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु
(धारा 3-ख) 10% रुपये.....

कुल योग.....

AFFIDAVIT

1. That we have applied for registration of our project "AAYAAM " at plot no.1 Vijay Singh Pathik Nagar Bhilwara- 311001 State- Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (regulation and development) Rules, 2017.
 2. That the draft agreement for sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 3. That the draft agreement for sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.
- 
Deponent

Deponent

Verification


Deponent

FORM G
(See Rule -9)

AGREEMENT FOR SALE

Affix
photograph of
Allottee with
signature across
the photograph

Affix
photograph of
authorized
signatory of
promoter with
signature across
the photograph

This Agreement for Sale, rec (hereinafter referred to as "Agreement") is executed
at..... on this _____ day of _____ 201_____

BY AND BETWEEN:

M/S UNIVERSAL DEVELOPERS AND BUILDERS PVT.LTD. (CIN NO. U45200MP2010PTC024465) a company incorporated under the provisions of the companies Act,1956/2013 and having its registered office at 64, Mahaveer Nagar, Indore (M.P.) PAN AABCU2278A, here-in-after referred as "**THE PROMOTER**" represented through its by its authorized signatory director Mr. Umrao Singh Sancheti son of Mr. Gulab Singh Sancheti, age 58 years, by caste Jain, resident of 6-A-2, New Housing Board, Shastri Nagar, District Bhilwara-311001 (Rajasthan) Aadhar No. 341215506572 authorized vide company board resolution dated 17/02/2017 (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its representative, assignees, legal successor(s), in interest) of the **FIRST PART.**

AND

Mr./Mrs./Ms. _____, Son/Daughter/Wife of
_____ age _____ Years resident of
_____ Aadhar
No. _____ PAN _____

JOINTLY WITH

Mr./Mrs./Ms. _____, Son/Daughter/Wife of
_____ age _____ Years resident of
_____ of
Aadhar No. _____ PAN _____

For Universal Developers & Builder (P.) Ltd.

Signature of Promoter

Auth Sign./ Director

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

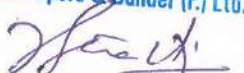
(here-in-after singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context of meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees) of the **SECOND PART**.

The Promoter and Allottee(s) shall here-in-after be collectively referred to as "Parties" and individually as "Party".

INTERPRETATIONS/DEFINITIONS

- (1) In this Agreement, the following expression unless repugnant to the context shall have the meaning assigned thereto:-
- (a) **"Act"** means the Real Estate (Regulation and Development) Act 2016.
 - (b) **"Brochure"** mean the brochure showing the details and specifications of the project as circulated by the promoter at the time of booking of Apartment or Flat or Building, as the case may be.
 - (c) **"Built-up area"** means the sum of area of apartment or Flat, it shall include area encompassed within the walls of apartment or flat, all balconies, whether covered or un-covered, and thickness of wall, in case there be as common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
 - (d) **"Interest"** means the interest payable at the rate specified in the rules.
 - (e) **"Para"** means a para of this Agreement.
 - (f) **"Prospectus"** means the prospectus showing the details and specifications of the project as circulated by the promoter at the time of booking of apartment or flat or building, as the case may be.
 - (g) **"Maintenance Society"** shall mean the society, association or body, by whatever name called, that maybe formed under clause (e) of sub-section (4) of section 11 of the Act.
 - (h) **"Regulation"** mean the Regulation made under the Act.
 - (i) **"Rules"** means Rajasthan Real Estate (Regulation and Development) Rules, 2016.
 - (j) **"Schedule"** means the Schedule attached to this agreement.
 - (k) **"Section"** means the section of the Act.
 - (l) **"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 bye-laws, 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

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

this Agreement and applicable to the development /construction / sale of the Project.

- m) **"Apartment"** shall mean a flat/unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- d) **"Authority"** shall mean The Real Estate Regulatory Authority.
- e) **"Approved Plans"** shall mean the plans and designs of Project 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.
- f) **"Brochure"** means brochure depicting 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 Annexure-II.
- g) **"Building"** shall mean the building/ tower/block in the Project where the Allottee(s) has been allotted his "Unit" and more particularly detailed in the Schedule-B attached hereto.
- h) **"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);
- i) **Common Areas And Facilities Of The Project :** shall mean such common areas, facilities, equipment and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project (as defined herein- below) and more particularly detailed in the schedule-G attached hereto.
- j) **"Conveyance Deed :** (1) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee (s) through which the ownership of the Unit is transferred in favour of Allottee (s) by the Promoter subject to and in accordance with the terms of his Agreement (2) in respect of the Common Areas and Common facilities shall mean written instrument executed between the promoter and the Resident's Association through which the ownership of the Common Areas and Common Facilities is transferred in favor of Resident's Association by the Promoter subject to and in accordance with the terms of this Agreement.

For Universal Developers & Builder (P.) Ltd.



Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

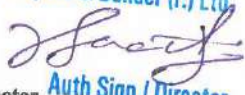
The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

- k) **"Earnest Amount"** : shall mean 10 % of the Basic sale Consideration of Unit.
- l) **"Interest Rate"** Means the State Bank of India highest marginal cost of lending Rate Plus two p% of such other rate as may be applicable from time to time as per the Act and Rules.
- r) **"Resident's Association"** : Shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Project, which shall by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the management/Maintenance of Common Area and Facilities of the Project.
- w) **"Super Built Up Area"** shall mean & include Carpet Area, the exclusive areas coupled with the flat and the proportionate area occupied by the Common Area and Common Facilities.
- (2) 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 (Rajasthan Act No. 35 of 1959) or in the Rajasthan Municipalities Act 2009 (Rajasthan 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 law.

WHEREAS THE PROMOTER DECLARES THAT-

- A. The Promoter is in lawful possession of the land situated at Plot No. 01, Vijay Singh Pathik, Nagar Tehsil & District Bhilwara with total area admeasuring of 1977.70 square meters (here-in-after referred as "Land" and more fully described in **Schedule-A**).
- B. The Promoter is the absolute and lawful owner of totally admeasuring 1977.70 square meters situated at Plot No. 01, Vijay Singh Pathik Nagar Tehsil & District Bhilwara vide Lease deed/Patta S. No. 922 dated 17.08.2016 issued by Urban Improvement Trust, Bhilwara, which was duly registered with the office of sub-registrar Bhilwara in Book No. 1, Volume No. 347, Page No. 70, S. No. 201603026107190 on dated 22-08-2016 and copy of the same was filed in additional Book No. 1, Jild No. 1387, Page No. 285 to 297.
- C. The Said Land is earmarked for the purpose of residential group housing project comprising multistoried apartment buildings and the said project shall be known as 'AAYAAM'.
- D. The UIT Bhilwara has granted the commencement certificate to develop the Project vide dated 05.10.2016 bearing no. 779-82 for Group Housing Flats.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- F. The Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing "project" after getting necessary permissions/approvals from the concern competent authorities and which inter-alia comprising of

For Universal Developers & Builder (P.) Ltd.



Signature of Promoter Auth Sign./ Director

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

apartment/building and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto, on a piece and parcel of land admeasuring 1977.70square meters situated at Plot No. 01, Vijay Singh Pathik Nagar Tehsil & District Bhilwara, and latitude & longitude of the and points of the project are fully described in the **Schedule-A**.

- H. The Project has been registered with the "RERA" on dated _____ and the project registration certificate No. is _____. This registration is valid for a period of _____ years commencing from _____ and ending with _____ unless renewed by the regulatory Authority. The details of Developer and project are also available in the website (www._____) of the regulatory authority.
- I. The Building plan of the project (whole project) has been sanctioned vide no. 779-82 dated 05.10.2016 by UIT Bhilwara and copy of which enclosed as **Schedule-B**
- J. Approval of specification of the project and permission of building construction under the relevant legal provisions has been accorded vide no. 779-82 dated 05.10.2016 by the UIT Bhilwara. The specifications of the project are as described in **Schedule-B**
The promoter agrees and undertakes that shall not make any changes to these approved plans expect in strict compliance with section 14of the act and other laws as applicable;
- K. The details of plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use or renewable energy etc., as required under clause (e) of sub-section (2) of section 4 of act have been specifically provided under clause(e) of sub-section(2)of section4,area as under :-
1. Fire-fighting facilities Available
2. Drinking water facilities Available
3. Emergency evacuation services Available
- L. The details of salient feature of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and disposal of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed have been specifically provided in **Schedule-H** attached here to.
- M. the details of specifications of material used in construction of the Project have been specifically provided in **Schedule-E** attached hereto.
- N. The Stage wise time-schedule of completion of the project/phase thereof including the provisions of civil infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works have been specifically provided in **Schedule-K** attached hereto.
- O. The Promoter has opened a separate account in Branch.....of.....Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- P. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoters

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

- Regarding the Scheduled Land on which the Project is being developed.
- Q. The Allottee(s), being aware of the Project and details given *above* as well as in the Brochure, has applied for allotment and purchase of an Apartment in the Project vide booking/application form No. dated("Booking Form"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule-J** (hereinafter referred to as "Booking Amount") as an advance payment/booking amount, which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement more particularly detailed in Schedule-J as per terms and conditions of this Agreement.
- R. The Promoters have allotted Apartment in the Project to the Allottee(s) 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-E attached herewith and hereinafter referred to as the "Unit").
- S. The details of floor plan of the Unit and Project is given in Schedule-F.
- T. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- U. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment.

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 Promoters hereby agree to sell to the Allotted(s) and the Allottee(s) hereby agrees to purchase and receive the Unit/Apartment.
- 1.2 The basic sale consideration of the Unit including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit") is more particularly detailed in Schedule-J.
- 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") as detailed in Schedule-J.

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

- 1.4 The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit as detailed in Schedule-J shall hereinafter be referred to as "**Total Payable Amount**".
- 1.5 The Total Payable Amount above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in Schedule-J. 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 terms of this Agreement.
- 1.6 The Total Payable Amount above includes taxes (comprising of taxes paid or payable by the Promoters by way of value added tax, service tax/ GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called, up till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities to the Resident's Association, after obtaining the completion certificate.

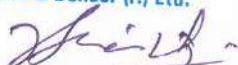
However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall be determined by the Promoter on agreement area basis and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Resident's Association after obtaining the completion certificate of 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 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).

- 1.7 The promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in schedule-J attached hereto ("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 the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 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 which may be levied or imposed by the competent

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

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 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 said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.9 As more particularly mentioned in **Schedule-J** above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum out of the Total Payable Amount and the Allottees(s) agrees and undertakes to pay the balance amount of the Total Payable Amount strictly in accordance with the Payment Plan as more particularly detailed in Schedule-J.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per the Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any due under this agreement.

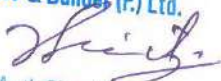
- 1.10 The Promoters shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule-5 in respect of Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Buildings or the Common Areas and Facilities of Project as described therein at Schedule-5 in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project 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 without the consent of the allottee(s) but after declaration and intimation to the allottee(s)

- 1.11 The promoter shall confirm to the final Carpet Areas that has been allotted the Allottee(s) after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the Carpet Area. The Total payable Amount

For Universal Developers & Builder (P.) Ltd.

Signature of Promoter


Auth Sign./ Director

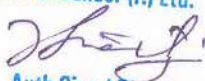
Signature of Allottee(s)

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for the Carpet Area/Super Built-up area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area than the promoter shall refund the excess money paid by Allottee(s) within 45 days with interest computed at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the carpet area, which is not more than three percent of the Carpet Area of the Apartment, allotted to the Allottee(s) the promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed in Schedule-J.

- 1.12 That the Unit is part of the Building and it is in the interest of the Allottee(s) that some safeguards be provided to prevent unauthorized persons to enter into the Apartments/Unit/Project, including the Common Areas and Facilities and to give an effective hand to the Promoter /Resident's Association to deal with such unlawful entrants/peddlers, etc. and also to enable the Promoter /Resident's Association and lawful occupants of the various Apartments in general, to deal more effectively with the security of the Apartment Unit/Project and maintenance of order therein, the entry be regulated. For this purpose, the Allottee(s) agrees that the Promoter /Resident's Association shall be free to restrict the entry of anyone into the Project whom it considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the Allottee(s)/ occupant to come to the gate to personally escort the persons from the gate to his/her Apartment and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Promoter/Resident's Association.
- 1.13 Subject to Term No. 8.3 the promoter agreed and acknowledges, that after registration of Conveyance Deed of the Unit/Apartment, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas and facilities 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 to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing

For Universal Developers & Builder (P) Ltd.


Auth Sign./ Director.

Signature of Promoter

Signature of Allottee(s)

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electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment 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 Apartment.

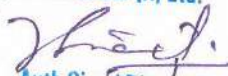
- 1.14 The promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.15 The Allottee(s) agrees and understands that the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which they shall be free to deal with, in accordance with Applicable laws.
- 1.16 The Allottee(s) hereby agrees and acknowledges that the Promoters shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.17 That the Project shall always be known as "AAYAAM" and the name of the Project shall not be changed except ,With the consent of the Promoter.

2 **MODE OF PAYMENT:**

Subject to the terms of the agreement and the promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "Universal Developers and Builders Private Limited -Bank of Baroda, Current Account No.-

For Universal Developers & Builder (P.) Ltd.

Signature of Promoter


Auth Sign. Director

Signature of Allottee(s)

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**39510200000035- Branch-Gandhi Nagar Bhilwara (Raj.)- IFSC Code :
BARB0GNBHIL (Existing Designated Bank)**

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) authorized 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 Apartment, 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 :

4.1 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 as extended as per the applicable law with the Authority and towards handing over the Apartment to the Allottee(s) and the common areas and facilities of the project to the Resident's Association.

4.2 Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment / charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

5. CONSTRUCTION OF THE PROJECT:

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

6. CONVEYANCE AND POSSESSION OF SAID UNIT::

For Universal Developers & Builder (P) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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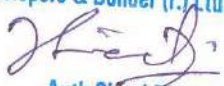
7.1 **Schedule for possession of the said Apartment**– The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common areas and facilities to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. Similarly, the Allottee(s) understands that the timely payment of Total Payable Amount' of the Unit and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Total Payable Amount and other amount by the Allottee(s) as per this Agreement, The promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 04/10/2019, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the Allottee(s) the entire amount received by the promoter from the Allottee(s) with interest within forty-five days from that date. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agreed that he/ she shall not have any rights, claims etc. against the promoter 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 of the Apartment/Unit and taking possession:-**

The Promoter, within 30 days of obtaining the occupancy certificate from the competent authority, shall *vide* offer letter ("Offer Letter") (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement

before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit/Apartment. The Promoter shall, subject to receipt of Total Payable Amount in respect of the Apartment as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Project and also hand over 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 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

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

the Allottee(s). The Allottee(s), after taking possession (which shall be after the issuance of completion certificate for the Project) agree(s) to pay the maintenance charges along with applicable taxes as determined by the Promoter or Resident's Association, as the case may be. The Promoter shall hand over the occupancy

certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or Deficiencies/penalties imposed by the competent authority. The Promoters 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.

6.3 Handing Over of Common Areas and Documents; After obtaining the occupancy certificate it shall be the responsibility of the Promoter to hand over the necessary documents and plan, including Common Areas and Facilities of the Project to the Resident's Association within thirty days after obtaining the completion certificate.

6.4 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 in case the Allottee(s) cancels/withdraws from the Project without any fault/ default of the Promoters, the Promoter shall be entitled to forfeit the earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoters to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee(s)/buyer.

6.5 Compensation: The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the 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 Clause shall not barred by limitation provided under any law for the time being in force.

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

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director
Signature of Promoter

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Up Area of all Apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter .

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 said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said 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 said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas 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 or any other agreement / arrangement with any person or party with respect of said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society.
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property.

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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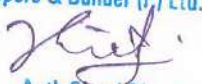
- (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter by which rights of Allottee(s) in respect of the Scheduled Land and/ or the Project/Unit is being affected.
- (xiii) The Promoters 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 under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

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 Apartment /Flat to the Allottee(s) ,without any default on the part of 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 Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and

For Universal Developers & Builder (P) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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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.

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

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

8.3 The Allottee(s) shall be considered under a condition of default, on the occurrence 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 8.3 (i) above continues for a period beyond 2 months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 6.2 the delay or 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;

For Universal Developers & Builder (P.) Ltd.

Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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- (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).

8.4 The Promoters' rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon Occurrence of event of default mentioned in Clause 8.3(ii) the Promoters 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 8.3(iii), (iv), (v) and (vi) the Promoters shall have the option to terminate this Agreement as mentioned in Clause 8.4 (ii); Further in case of event of default under Clause 8.3(iii), till the time Promoters exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 8.4 (i) and (b) recover maintenance charges along with applicable taxes, from the date of issuance of offer Letter and (c) recover holding/safeguarding charges @..... per sq. feet per month on the Total Payable Amount of the Unit; and (d) taxes mentioned in Clause 6.6; (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 8.3(iii) and Allottee(s) hereby authorizes the promoters for the same.
- (iv) The rights and remedies of the Promoters under this Clause shall be in addition to other rights and remedies available to the Promoters under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoters of its right of charging such interest or of the other rights mentioned in this Agreement.

8.5 Upon termination of this Agreement by the Promoters as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoters 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 after the sale of Unit to a new allottee/buyer, from the amounts realised from such new Allottee(s)/buyer::

For Universal Developers & Builder (P) Ltd.

Signature of Promoter


Auth. Sign./ Director

Signature of Allottee(s)

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- (i) The Earnest Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Promoters to the concerned department/ authority in respect of the Unit;
- (iii) The interest and charges paid/payable by the Allottee(s) to the Promoter as per Clause 8.4(i) and/ or 8.4 (iii), if applicable;

8.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/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.

11. MAINTENANCE OF THE SAID BUILDING / PROJECT:

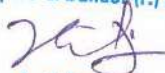
9.1 That until the handover of the Common Areas and facilities of the Project to the Resident's Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities at –as above

9.2 That a Resident's 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 Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter NO.1 and/or Resident's 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 of Project shall become the members of the Resident's Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Resident's Association. Until the formation of the Resident's Association under the Applicable Law's, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Resident's Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Resident's Association under the Applicable Laws to the Resident's Association, and the Resident's Association will take care of the Common Areas and Facilities of the Project.

9.3 The Promoters shall transfer the IFMD-as per above distributed deposit and Escrow Corpus to the Resident's Association without any interest.

9.4 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 the Project to Resident's Association as per the Act, it shall be the sole responsibility of the Resident's Association, to run and maintain the Common Areas and Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Resident's Association, from time to time & regularly.

9.5 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 along with applicable taxes if any, as determined and thereafter billed by the Resident's Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Resident's Association from time to time.

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

10 . AMINITIES

10.1 The Promoter shall make Fire Safety Measures as prescribed by the concerned authorities if, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter, which shall be final and binding on the Allottee(s).

10.2 ELECTRICITY CONNECTION:

That the Promoter shall provide a single point metering system for the Project, which is being provided by AVVNL, for the entire Project and according to which electric connection / supply shall be provided by Promoter through prepaid meter cost of which along proportionate security deposit will be borne and paid by the Allottee(s). The Allottee(s) shall be required to get the meter recharged to avail electricity facility for his Unit. However, if the Allottee(s) fails or is unable or delays to get his meter recharged, the electricity would automatically get disconnected and the Allottee(s) shall be held solely responsible for the same. The Allottee(s) shall pay the pre-paid charges of the electrical meter, to the Promoter No. 1 until formation of Resident's Association and upon formation of Resident's Association, to the Resident's Association, computed at the actual prevailing rate based on actual power to be consumed by the Allottee(s) subject to minimum charges calculated on the basis of electricity / power load of the Allottee(s) along with proportionate common electric charges according to the area occupied by the allottee(s). In case of any differences in electricity billing units recorded in meter of the Promoter No. 1 and aggregate/cumulative/total billing units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among all buyer and occupants of the Project and shall be paid by them in proportion to the area owned by them or occupied by them.

10.3 The Promoter has made provisions for overhead and underground \valer tank for supply of water as per the requirement assessed by the Promoter. The

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

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Allottee(s) shall bear the proportionate charges for potable water procured from PHED and/ or from outside vendor in case of any such shortfall.

12. **DEFECT LIABILITY:**

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

INDEMNIFICATION

12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/ or (ii) any representation or warranties or covenants of the Allottee(s) being *false or* incorrect and/ or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement Or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/ or (v) due to failure of the Allottee(s) to execute and deliver *this* Agreement to the Promoter within the time prescribed in Clause 20 and/ Or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).

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

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

For Universal Developers & Builder (P) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

13. **SPECIFIC PERFORMANCE**

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. **RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/Resident's Association shall have right of unrestricted access of all Common Areas and Facilities of the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Resident's 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.

15. **USAGE:**

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

The Promoter has earmarked parking space for the Allottee(s) as detailed and set out in Schedule-L for proper management and utilization of parking area of the Project and map of earmarked parking space has been annexed herewith as Annexure-I.

16. **GENRAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- (i) That if the Allottee(s) wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of Rs. 30/- per sq. ft. of agreement area as transfer fee (Subject to Applicable Taxes additionally). Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be *solely* responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. *in* respect of such transfer.
- (ii) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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(iii) 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 tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

(iv) The Allottee(s) further undertakes, assures and grants that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the building/Projector 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

(v) 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/ Resident's Association and nowhere else.

The non-observance of the provisions of this clause shall entitle the Promoter or Resident's 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).

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

(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 Resident's Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the 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 Resident's Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Resident's Association would be free to restrict and regulate the entry of visitors into the building/ 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

For Universal Developers & Builder (P.) Ltd.

Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.

- (xi) Allottee(s) shall not throw dirt, rubbish, rags, garbage 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 and shall dispose the waste by following the waste disposal mechanism of the Project.
- (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/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.
- (xiii) 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.
- (xiv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Resident's Association and/or maintenance agency appointed by the Resident's Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xv) Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Resident's Association and the Promoter/Resident's Association may permit the same subject to appropriate conditions.
- (xvi) The Allottee(s) shall ensure complete safety of material and the equipment kept in the Apartment/Unit, to be used or useable in the interior works undertaken by the Allottee(s) and the Promoter/Resident's Association shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/Resident's Association shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Apartment/Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) itself/himself /themselves. The Allottee(s) shall indemnify and keep the Promoter/Resident's Association harmless against all such claims or liabilities.
- (xvii) The Allottee(s) shall not be permitted to close/ cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the Maintenance Agency/Society, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbours and also does not hamper the aesthetics of the Project.

For Universal Developers & Builder (P) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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(xviii) The Allottee(s) agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.

(xix) That the Allottee(s) shall permit the Promoter/Resident's Association or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee(s) agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/Resident's Association to the Allottee(s).

(xx) The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

17. 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.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertake 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON UNIT:

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 registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) *by* the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, 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 of Ajmer District (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

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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30 (thirty) days from the date of its receipt by the Allottee(s) and/ or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application/ 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.

21. **ENTIRE AGREEMENT:**

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.

22. **RIGHT TO AMEND:**

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

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

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 all occupants, tenants, licenses and / or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and / or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

24. **BROKERAGE:**

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

25. **REFUND OF AMOUNTS PAID DURING DEVELOPMENT**

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

26. **WAIVER NOT A LIMITATION TO ENFORCE:**

26.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as said out in this Agreement, expressly waive the breach

For Universal Developers & Builder (P.) Ltd.

Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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by the Allottee(s) in not making payments as per the Payment Plan 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 Allottee(s).

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:**

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:**

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.

29. **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.

30. **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), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar at Ajmer District (specify the

For Universal Developers & Builder (P) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Ajmer.

31. **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 as specified in Schedule-D. 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:**

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. **NRI ALLOTTEES:**

33.1 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.

33.2 The Promoter accepts no responsibility in regard to matters specified in clause 33.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/ allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

For Universal Developers & Builder (P) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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34. **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 thereunder.

35. **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.

36. **DISPUTES:**

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/ allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

IN WITNESS WHEREOF the Parties have signed this agreement with their free will and consent, without any compulsion or coercion on this _____ day of _____ and in the presence of following witnesses :

Signed And Delivered By within named Allottee(s) in presence of witnesses on.....

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same

SIGNATURE:

SIGNATURE:

Signed And Delivered By The within named **Promoter** in presence of witnesses
at.....on

SIGNATURE:

WITNESSES:

1.

2.

For Universal Developers & Builder (P.) Ltd.


Auth Sign./ Director

Signature of Promoter

Signature of Allottee(s)

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SCHEDULE – A
DESCRIPTION OF LAND

All that the project land is situated at Plot No. 1 Vijay Singh Pathik Nagar, Bhilwara totally admeasuring 1977.70 square meters situated at Bhilwara Tehsil & District Bhilwara (Rajasthan).

Latitude/ Longitude of the end points of the Project

In North 25.36,74.65

In South 25.359,74.65

In East 25.36,74.65

SCHEDULE-B

(Approved /sanction plan of the the Project)

SCHEDULE-C

(Floor Plan of the Apartment)

SCHEDULE – D

DESCRIPTION OF FLAT/APARTMENT

(i).Apartment No.....

(ii) Floor No. of the Building.....

(iii) Carpet Area..... sq. ft. and exclusive balcony area of sq. ft.;

(iv) Built-Up Area..... sq. ft.

(v) Super Built Up Area..... sq. ft.

For Universal Developers & Builder (P.) Ltd.


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SCHEDULE-E

(Details of specification of material used in construction)

Cement	PPC cement
Steel	Fe 415 & Fe 500
C P Fittings	Renowned brands
Sanitary wares	Renowned brands
CPVC Pipes	Renowned brands
UPVC/SWR Pipes	Renowned brands
Tiles	Vitrified
Wall Tiles	Ceramic tiles
Paint	Renowned brands
Wires	IS 694 FR grade
Fire Safety Equipment	ISI Mark

SCHEDULE-E

(Specifications, facilities, amenities, which are part of the Apartment) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Developer at time of booking of Units in the Project)

SPECIFICATIONS

1. Living/Dining/Bedrooms
Flooring – Premium quality vitrified tiles
Wall Finish- POP finish
Ceiling- POP finish
2. Toilets
Flooring –Anti-skid ceramic tiles
Wall Finish – Ceramic tiles up to 7'0"height
Ceiling – Falls ceiling
Fittings— Premium quality cp fittings with european wc and wash basin
3. Kitchen
Flooring - Premium quality vitrified tiles
Wall Finish – POP finish and 2'0" high ceramic tiles above counter
Fittings- Stainless steel sink with CP fittings
4. Balcony
Flooring – Anti-skid ceramic tiles
Hand Rail –M.S.railling with enamel paint
5. Door And Window
Door – Wooden frame with designer flush door with laminated on both side
Window-Aluminium powder coated

For Universal Developers & Builder (P.) Ltd.


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Signature of Promoter

Signature of Allottee(s)

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Fitting -Quality fittings on doors

6. Common Lobby

Flooring - Anti-skid ceramic tiles/natural stone as per architecture consultant

Wall Finish-Pop and emulsion paint

Ceiling - POP and emulsion paint

7.Staircase-

Riser And Tread -Natural stone

Hand Rail- M.S.railling with enamel paint

8.Security And Safety

Earth quake resistance structure

Fire fighting system

Security guard cabin at entry and exit

CCTV surveillance in common areas

9. Water Supply

24 hour water supply

Rain water harvesting system

10. Electrical

Power backup for common areas

Lighting and fixtures in common areas

TV/Telephone Etc. points in units at appropriate places.

Facilities

1. Society office
2. Senior citizen corner
3. E-mitra kiosk and space for laundry service
4. First aid room
5. Drivers dormitory
6. Temple
7. Area for services like DG, transformer etc.
8. Garbage collection room
9. Separate two wheeler parking space

Amenities

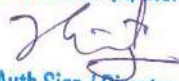
- 1.Feature screen wall with sculpture
- 2.Children play equipment
- 3.Party lawn
- 4.Swimming pool with changing rooms and lockers
- 5.Gymnasium
- 6.Yoga/Aerobics hall
- 7.Multipurpose hall with indoor games and reading corner

SCHEDULE-G

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

1. Scheduled Land
2. Staircase and landings on all the floors including main entrance lobby.
3. Common passage on the Ground Stilt Floor.
4. Water pipes and other plumbing installation from/for the overhead and

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underground tanks.

5. Water tanks for storage and supply of the water.
6. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Flat), Transformer etc.
7. Light and electrical (Wings in the aforesaid common parts.
8. Boundary wall.
9. Main Entrance Gate(s) for Entry and Exit in the Said building.
10. Bore-well and pump.
11. Common Toilets & lobbies
12. Lift and its machineries.
13. Generator etc.
14. Telephone lines.
15. Landscape .
-] 6. Power Back-Up for Common Areas
17. Swimming pool area
18. Lawn
19. Club area
20. Two wheeler parking area
21. All other common facilities.

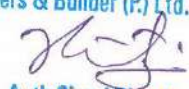
SCHEDULE-H

(Detailed Plan of Development Works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in various phases in the Whole Project including the said Project:

- i) Fire Fighting Facilities- Fire-Fighting equipment/facilities will be provided in the whole project as per NBC guidelines/Local Fire Authority.
- ii) Water Supply- The provision for water supply is being clone as per the prevailing norms. Supply (from PHED and/or other concerned departments shall take place in due course and therefore till the time water shall be obtained through tube well by the allottees.
- iii) Emergency Evacuation Services- It has been proposed to provide 2 staircases (1 normal staircase and "1 fire escape staircase)" of appropriate width in accordance with the NBC guidelines.
- vi) Electrical Supply- A single point metering system is provisioned for the project and accordingly electric connection / supply shall be provided by Promoter to the Allottee(s) through meter cost of which along with proportionate security deposit will be borne and paid by the Allottee(s).

for Universal Developers & Builder (P) Ltd.


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vii) Rain Water Harvesting -Water from all open areas including terrace shall be collected through designed storm water system, which shall recharge the ground water as per norms.

SCHEDULE - I
(Details of Advance Payment)

The Allottee(s) has paid Rs. _____/- (Rupees _____ only) to the Promoter as advance at the time of booking vide application/booking from no. _____ dated _____.

SCHEDULE - J
(Payment Details)

➤ **Details of Basic Sale Consideration and Additional Payments:-**

The Basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only), including consideration for exclusive balcony ("Basic Sale Consideration").

The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits etc ("Additional Payments"):

- a) Escrow Corpus Fund of Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq.ft. of Super Built up Area;
- b) Interest free maintenance security deposit ("IFMD") Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq.ft. of Super Built Up Area;
- c) Service Tax/GST of Rs. _____/- (Rupees _____ only);

The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. _____/- (Rupees _____ only) ("Total Payable Amount").

➤ **Balance Consideration:-**

The Allottee(s) hereby agrees to pay balance amount of Rs. _____/- (Rupees _____ only) of the Total Payable Amount.

➤ **Payment Schedule:-**

For Universal Developers & Builder (P.) Ltd.


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Stage of development works and completion of Unit	Percentage of the Total Price as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)
Schedule as per Individual Mutual Agreement with the Respective Buyer & Promoter.			

SCHEDULE - K
(time-schedule of completion of the project)

SCHEDULE - L
(Details of Parking)

for Universal Developers & Builder (P) Ltd.


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Signature of Promoter

Signature of Allottee(s)

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