

e-Challan

Registration and Stamps department Government of Rajasthan

GRN: 0069823490



Payment Date: 20/12/2022 13:29:50

Office Name: SUB REGISTRAR-VI REGISTRATION & STAMPS, JAIPUR

Location: JAIPUR (CITY)

Period: 01/04/2022-To-31/03/2023

S.No	Purpose/Budget Head Name	Amount (₹)
1	0030-02-800-02-00-स्टाम्प शुल्क पर अधिभार	5.00
2	0030-02-800-03-00-स्टाम्प शुल्क पर गो संवर्धन/ संरक्षण हेतु अधिभार	5.00
3	0030-02-800-04-00-प्राकृतिक एवं मानव निर्मित आपदाओं से राहत हेतु अधिभार	5.00
4	0030-02-102-02-00-अन्य गैर अदालती स्टाम्प की बिक्री से आय	50.00
Commision(-):		0.00
Total/NetAmount:		65.00

Sixty Five Rupees and Zero Paise Only

Payee Details:

Full Name: Rajasthan Housing Board

Tin/Actt.No./VehicleNo./Taxid :

Pan No.(If Applicable):

City(Pincode): JAIPUR(302005)

Address:AWAS BHAWAN RAJASTHAN HOUSING BOARD, Jan Path, Jyothi Nagar, Lalkothi, Jaipur, Rajasthan 302005

Remarks:Stamp Paper for RERA Registration of Housing Scheme, Phase-II, Sector-5, Dholpur Project Affidavit

Payment Details:

Challan No. - 0

Bank: State Bank Of India

Bank CIN No: SBIN6982349020122022

Date: 20/12/2022 13:29:50

Refrence No: IK0CAGANH4

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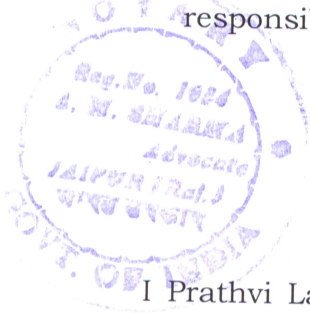
Courtsy : <https://Egras.rajasthan.gov.in>



AFFIDAVIT

I, Prathvi Lal Meena Son of Har Narayan Meena, aged 54 years in the capacity of Resident Engineer in Rajasthan Housing Board, Division-Dholpur do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project **"Housing Scheme, Phase-II, Sector-5, Dholpur"** 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.
4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.
5. That if any contradiction arises in the future the promoter will be responsible for it.



VERIFICATION

Deponent
P.L. Meena
R.E.R.H.B
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I Prathvi Lal Meena Son of Har Narayan Meena, aged 54 years in the capacity of Resident Engineer in Rajasthan Housing Board, Division-Dholpur, do hereby verify that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this **20th** day of Dec 2022.



Deponent
P.L. Meena
R.E.R.H.B
DIV BHARATPUR

FORM-G

[see rule 9]

Agreement for Sale

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

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

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two thousand and at

By and Between

M/s. Rajasthan Housing Board, a Body constituted under the Rajasthan Housing Board Act, 1970 (Act No. 4 of 1970) having its registered office situated at AwasBhawan, Jyoti Nagar, Jaipur- 302005, Rajasthan having its PAN: AAALR0046F, represented by its authorized signatory Prathvi Lal Meena Son of Har Narayan Meena, aged 54 years in the capacity of Resident Engineer in Rajasthan Housing Board, Division-Dholpur(AADHAR No. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Board/ Promoter", (which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the ONE PART.

AND

[if the allottee is an]

Mr./Mrs./Ms..... son/daughter/wife of Mr.
aged about years, R/o..... (Aadhar No.....)
(PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]


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M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

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

or

[if the allottee is HUF]

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

(Details of other allottees to be inserted, in case of more than one allottee)

The Board and the Allottee(s) shall hereinafter be collectively referred to as "**Parties**" and ly as a "**Party**".

INTERPRETATIONS/ DEFINITIONS:

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Housing Board Act, 1970, Rajasthan Housing Board Disposal of Property Regulations, 1970,


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

- c) **"ApprovedPlans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority, in accordance with, the said Project is to be developed along with any/ all variations/ amendments/changes to be made by the Board as per the applicable laws and provisions of the Act and rules and regulations thereon.
- d) **"AssociationofAllottees (AOA)"** shall mean the Maintenance Society/ Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, for the Project being developed on Project Land that may be formed as per requirement of clause (e) of sub section (4) of Section 11 of the Act.
- e) **"Allottee/ Allottee(s)"** means the person to whom an Unit has been allotted on leasehold or otherwise transferred by the Board, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise.
- f) **"Brochure"** means brochure showing details and specifications of the project as circulated by Board at the time of booking of Unit, a copy of which is annexed herewith as **Annexure 1**.
- g) **"Building"** shall mean the building/ tower/ block in the Said Project where the Allottee/ Allottee(s) have been allotted his "Flat/ Unit".
- h) **"Built-uparea"** means the sum of area of the Unit. It shall include area encompassed within the walls of Unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- i) **"Carpet Area"** means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Unit, 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 a Unit, meant for the exclusive use of the allottee(s);



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- j) **"Common Areas and Facilities of the said Project"** shall mean such common areas, facilities, and spaces in the said project which are exclusively meant for common use of all the occupants of the said project (as defined herein- below) and the equipments provided and/ or reserved exclusively for the common use and the enjoyment of all the occupants of the said project and more particularly detailed in **Schedule- 5** attached hereto.
 - k) **"Facility for parking"** shall mean the parking space which forms part of the Common areas and Common facilities of the project, provided in the project being developed upon the project land.
 - l) **"Interest Rate"** means the interest payable at the rate specified in rule 17 of the rules.
 - m) **"Para"** means a Para of this Agreement;
 - n) **"Project/ said project"** shall mean the project, being constructed on the said project land as a group housing project named as **"HOUSING SCHEME, PHASE-II, SECTOR-5, DHOLPUR"** for residential use, comprising of 29 constructed houses (MIG-I, MIG-II, HIG) along with open spaces.
 - o) **"Project Land"** shall mean land admeasuring about 4040.00 Sq. mtr. situated at part of Khasra No. 1348/882 & 1350/882 Village-Purani Chhawani, Tehsil-Dholpur, District- Dholpur- 328001 Rajasthan, on which the said project being developed and is demarcated and shown in **Schedule-1 Part A**.
 - p) **"Regulation"** means the Rajasthan Real Estate Regulatory Authority Regulation, 2017, as amended from time to time.
 - q) **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017, as amended from time to time.
 - r) **"Schedule"** means the Schedules attached to this Agreement.
 - s) **"Section"** means the section(s) of the Act.
- (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 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.


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- (3) Rajasthan Housing Board is constituted under the provisions of Rajasthan Housing Board Act, 1970 and Rajasthan Housing Board is allotting Property in accordance of provisions of Rajasthan Housing Board (Disposal of Property) Regulations, 1970. Thus, wherever the above definitions or subsequent provision mentioned in this agreement are not in consonance with the provisions of Rajasthan Housing Board Act, 1970 or Rajasthan Housing Board (Disposal of Property) Regulations, 1970, then provision of the act and regulation will supersede condition/ terms mentioned in this agreement.

WHEREAS THE BOARD DECLARES THAT:

- A. The Board is a body constituted under the Rajasthan Housing Board Act, 1970 (act no. 4 of 1970). The Board is governed by the Rajasthan Housing Board (Disposal of Property) Regulations, 1970 for disposal of property. According to which Board is required to allot the houses under various scheme either by way of lottery GRS/SRS/SFS on hire purchase under Rajasthan Housing Board (Disposal of Property) Regulations, 1970 specifically governs the allotment criteria, eligibility of allotment, allotment procedure fixation of price, execution of agreement, reservation of house, manner of payment of disposal price, etc. Accordingly, the Board is governed by these regulations and allotment is made in accordance of these rules and regulations. Thus the Board will comply the provisions of the act to the extent it does not conflict with the provisions of the act to the extent it does not conflict with the provisions of Rajasthan Housing Board Act, 1970 or Rajasthan Housing Board (Disposal of Property) Regulations 1970.
- B. The Board is constituted as a local authority and empowered under the Rajasthan Housing Board Act, 1970 is competent to sanction & approve map, plan & scheme of the Real Estate Project.
- C. The said land is earmarked for the purpose of residential project, comprising of 29 Constructed Houses(9-HIG, 10-MIG-B, 10-MIG-A) and the said project shall be known as **"HOUSING SCHEME, PHASE-II, SECTOR-5, DHOLPUR"** ("Project")
- D. The Board is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Board regarding the said land on which Project is to be constructed have been completed.
- E. the Board has granted the commencement certificate to develop the Project vide its approval number dated,
- F. The Land is free from all encumbrances.
- G. The Board has conceived, planned and is in the process of constructing and developing a real estate project known as **"HOUSING SCHEME, PHASE-II, SECTOR-5, DHOLPUR"** (project) after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Unit/ Flat/ Building and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances


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belonging thereto, on a piece and parcel of the said project land. The location details are fully described in the **Schedule 1 part A.**

- H. The Project has been registered with the Real Estate Regulatory Authority on.....(date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Board and Project are also available in the website (www.rera.rajasthan.gov.in) of the Authority.
- I. The details of Layout Plan & Floor plan of the Unit No..... of the Project is given in **Schedule-2 & 3.**
- J. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided are described in **Schedule- 6**
- K. The details of salient features of the proposed Project are described in **Schedule-4**
- L. The details of other external development works to be taken for the Project are described in **Schedule-6**
- M. The details of specifications of material used in construction are described in **Schedule- 6**
- N. The Project shall be completed by **31.12.2027** (expected)
- O. NOC from various government department/ authority such as fire fighting, airport authority of India required for project will be taken in due course.
- P. The Board has opened a separate account AU **Small Finance Bank Ltd** Branch **Bhagwan Das Road, C- Scheme** name of account holder **RHB Housing Board Scheme Sector 5 Dholpur** bearing account no. **3311330700000051** for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.
- Q. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Board and/or on visiting the site of the Unit/ project, has applied for allotment and to purchase an Unit (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the Unit as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- R. The Allottee has applied for a Unit in the Project vide application no. dated and has been allotted (MIG-A/ MIG-B/ HIG) no.....having carpet area of square feet, type, on floor in [tower/block/ building] no. along with parking no. measuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit") more particularly described in **Schedule-**


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5and the floor plan of the Unit is annexed hereto and marked as Schedule-3.

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

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

- (i) The allottee hereby absolves the Board of the liabilities in respect of any rates, taxes, charge and all assessment of other description which are now at any time hereinafter be assessed imposed upon the said property hereby upon the allottee in respect of the said property by the local body concerned or by the State or Central Govt. or by any local authority.
- (ii) The condition stipulated in the lease deed (which shall be deemed to forming the parts of these presents (by which the lease holds rights of the land on which the allottee stands have been granted, shall apply mutatis mutandies to this conveyance and the allottee shall be bound to observe them and shall not be permit anything to be done in contravention of the said condition.
- (iii) Since the Unit is allotted on leasehold basis by executing separate lease deed, the allottee is liable to pay lease money or any other taxes, duty, cess or fee in accordance of rules and regulations made by State Government/ Local Authority/ Board.

1. TERMS:

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Board hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to accept the allotment and take possession of the Unit as specified in para'.....'.

The Allottee(s) shall have right transferred as per rules and regulations of the Unit under applicable laws as specified in **Schedule.....** as per RHB & RERA Law.

1.2. ALLOTMENT PRICE:

The Allottee agrees to get allotted from the Board and the Board agrees to allot to the


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allottee(s), the Unit, more fully described in the **Schedule 1 Part B** hereunder. The pricing of the Unit will be worked out in accordance of Rules 6 of Rajasthan Housing Board (Disposal of Property) Regulation, 1970. In addition to above payments the allottee(s) shall also be liable to pay maintenance charges and various other charges/ outgoing as decided by Board from time to time.

The Total Price for the Apartment/Plot based on the carpet area is Rs..... (in words Rupees..... only) ("Total Price") (Give break-up and description):-

Block/Building/Tower no..... Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of Apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable.

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2 (in Rs.)
Total price (in Rupees)	

OR and (if/as applicable)

Plot No..... Type..... Location.....	Rate of Apartment per square feet*
Total price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of Apartment, proportionate cost of common areas, taxes, maintenance charges as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
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Garage/ covered parking-2	Price for 2 (in Rs.)
Total price (in Rupees)	

Explanation:

- (i) The Total Price above includes the booking amounts of Rs. _____ (Rupees) paid by the allottee to the Promoter towards the Apartment/Plot as mentioned in Para 'W'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:
- Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:
- Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per 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;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above 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;
- (iv) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

The Allottee shall also be liable to pay taxes such as GST and Cess or any other similar


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taxes (not being Income Tax) which may be levied or modified, in connection with the construction of the said project. Provided further that the "Total Consideration" of the Unit includes pro-rata share in the Common areas and Facilities of the said project and that of Whole Project and parking(s) as provided in the Agreement.

- 1.3. The above Total Consideration does not include the stamp duty and registration charges and/ or any other charges applicable at the time of registration of this Agreement(s), Lease Deed, Conveyance(s), Transfer Deed etc. in respect of the said Unit. The same shall be borne and paid by the Allottee(s) and the Board shall not be liable to contribute any amount towards such expenses. Further, the Total consideration above does not include maintenance deposit, maintenance charges, upfront maintenance charges, documentation charges and all other outgoing charges.

- 1.4. The Board shall intimate to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment demanded by the Board within the time and in the manner specified therein. In addition, the board 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;

That the computation of the allotment money cost of developed land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.

The aforesaid Total Consideration includes the proportionate cost of facilities/ specifications specified in schedule as required by existing rules and regulations. If due to any subsequent legislation/ government order, directives, guidelines or change/ amendments in Fire Codes including the National Building Code, additional fire safety measures are undertaken then the allottee(s) undertakes to pay, within thirty (30) days from the date of written demand along with copies of notifications/ orders by the Board, such additional expenditure incurred thereon in proportion to Built-up Area of his/ her/ their/ its Unit to the total built-up area of all the Unit in the same project.

- 1.5. The Board may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Board. However, granting of such rebate/ concession/ waiver is at the sole discretion of Board.
- 1.6. The Allottee further agrees and undertakes to keep the Board indemnified against any such claim or demand that may be made by any statutory authority on account of failure of the Allottee(s) fulfill his obligations. In case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Board shall be increased/ reduced accordingly.
- 1.7. (Applicable in case of Apartment) The Promoter shall confirm to the final carpet areas



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that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.2.2 above.

1.8. Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have theright to the Apartment/ Plot as mentioned below:

- (i) The Allottee is required to make payment in accordance of the provision of the Rajasthan Housing Board (Disposal of Property) Regulations, 1970.

The installments /amount payable by the allottee(s) shall be paid within stipulated times as mentioned in Schedule 7 or on demand by Board through Account Payee Cheque/ Demand Draft or Online Payment (As applicable) in favour of ".....", payable at In case cheque payments not realized within 10 days due to any reason, allottee shall be liable to pay interest for delayed period. If the Allottee(s) make(s) delay or default in making payment of any due installments and/ or any other amount payable by him/ her/ them/ it, the allottee shall be liable to pay interest to the board on all such amounts and installment from the date of default till paymnt to the Board. The obligations of the allottee(s) to pay the amount and the liability towards Interest as aforesaid may be reduced when mutually agreed to between the Board and the Allottee(s).

- (ii) The Board agrees and acknowledges (except in case where allottees considered under a condition of default), the Allottee shall have the right to the Unit as mentionedbelow:

- The Allottee(s) shall have right to use the Unit subject to rules and regulations of the Rajasthan Housing Board (Disposal of Property) Regulations, 1970;
- The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Board shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- That the computation of the allotment amount of the Unit includes recovery of


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cost of land, construction of, not only the Unit but also, the common areas and facilities, internal development charges, external development charges, taxes, as per term no..... and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project;

- The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit.
- (iii) It is made clear by the Board and the Allottee agrees that the Unit along with allocate car parking shall be treated as a single indivisible Unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- (iv) The Board hereby represent that they have not taken any loan from bank and/or any financial institutions on the said project and project is free from all encumbrances.
- 1.9. It is made clear by the Board and the Allottee agrees that the Apartment/ Plot along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent , self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10. 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.
- 1.11. The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application there receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the


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time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Board abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Board, within the stipulated time as mentioned in the payment plan.

The Allottee(s) shall make all payments under this agreement only from his bank account(s). The Board 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 Board shall issue the payment receipts in favor of the Allottee(s) only.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder 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 Board with such permission, approval which would enable the Board 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 understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2. The Board accepts no responsibility in regard to matters specified in Term 4.1 above. The Allottee shall keep the Board fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Boards immediately and comply with necessary formalities if any, under the applicable laws. The Board shall not be responsible towards any third


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party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Unit apply for herein in any way and the Board shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Board shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sum, if any, due from the allottee(s) and the balance, if any, towards the Total consideration.

5. TIME IS ESSENCE:

The Board shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case maybe.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Board. The Board 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 Board 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 Board shall constitute a material breach of this Agreement.

7. POSSESSION OF THE UNIT:

- 7.1. Schedule for possession of the said Unit-** The Board agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Board assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **31.12.2027** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Board shall be entitled to the extension of time for delivery of possession of the Unit, 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,


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in the event it becomes impossible for the Board to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Board shall refund to the Allottee(s) the entire amount received by the Board from the Allottee with interest within forty-five days from that date. The Board shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Board and the Board shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession-** The Board, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Board within three months from the date of issue of occupancy certificate. The Board 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 Board. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Board/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Board shall handover the occupancy certificate of the Unit, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3. **Failure of Allottee to take possession of Unit-** Upon receiving a written intimation from the Board as per Term No. 7.2 above, the Allottee(s) shall take possession of the Unit from the Board by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Board shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4. **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Board to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:
- Provided that, in the absence of any local law, the Board shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.5. **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Board, the Board herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the


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Allottee(s) shall be returned by the Board to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Board fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Board shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

8. **REPRESENTATIONS AND WARRANTIES OF THE BOARD:**

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

- (i) The Board 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 Schedule Land for the Project;
- (ii) The Board 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 project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Board 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 said project and common areas and facilities of Whole project;
- (vi) The Board has the right to enter into this Agreement and has not committed or omitted


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to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially beaffected;

- (vii) The Board has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Board confirms that the Board 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 Board shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Board 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 Unit 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 maybe;
- (xi) 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 Board in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- The Board fails to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit or Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- Discontinuance of the Board's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of default by the Board under the conditions listed above, Allottee(s) is entitled


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to the following:-

- Stop making further payments to the Board as demanded by the Board. If the Allottee(s) stops making payments, the Board 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
- The Allottee(s) shall have the option of terminating the Agreement in which case the Board shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five 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 Board, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Board to the Allottee within forty-five days of it becoming due.

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

- In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Board as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Board on the unpaid amount.
- In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Board in this regard, the Board may cancel the allotment of the Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Board shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

The Board, on receipt of Total Price of the Unit as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Board within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the


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Allottee(s) authorizes the Board to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Board is made by the Allottee(s).

11. MAINTENANCE OF THE SAID UNIT/ PROJECT/ BUILDING:

The Board shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Unit.

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 Board as per this Agreement relating to such development is brought to the notice of the Board within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Board to rectify such defects without further charge, within thirty days, and in the event of Board'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.

13. RIGHT TO ENTER THE UNIT/ BUILDING FOR REPAIRS:

The Board/ Maintenance Society shall have rights of unrestricted access of all common areas and facilities of the said project, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Board/ Maintenance Society 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.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ BUILDING:


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- 15.1 The Allottee(s) shall, after taking possession of the Unit, be solely responsible to maintain the said Unit at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building / 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 said Unit, and keep the said Unit its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee shall abide by all rules and regulations of Rajasthan Housing Board Disposal of Property regulation, 1970.
- 15.3 The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/ Building/ Said Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/ company for the maintenance of Said-Project/ Whole Project.
- 15.4 The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project / Whole Project.
- 15.5 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/ front balcony/ roof-top/ terrace under his/ her/ its use.
- 15.6 It is further agreed by the Allottee(s) that all fixtures and fittings including but limited to Air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Board/ Maintenance Association and nowhere else. The allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Board and thereafter the Maintenance Society and/ or maintenance agency appointed by the Maintenance society. The Allottee shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.
- 15.7 The Allottee shall also not change the color scheme of outer wall or painting of the exterior side of doors and windows etc. or carry out any change in the exterior elevation for design. The non- observance of the provisions of this clause may be, to enter the Unit, if necessary and remove all non- confirming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.8 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/ front balcony/ roof-top/ terrace under his/ her/ its use.
- 15.9 **Entry regulation:** it is in the interest of the allottee(s), to help the Maintenance


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Association in effectively keeping the Unit and/or the said project secured in all ways for the purpose of security the Maintenance Association would be free to restrict and regulate the entry of visitors into the Said Project.

15.10 The Allottee(s) shall not use the said Unit for any other purpose other than the use specified in the allotment letter and the Rajasthan Housing Board Disposal of Property Regulation, 1970 nor use the same for any other purpose which may or is likely to cause nuisance or annoyance to occupiers of the Premises in the said Project/ Whole Project or for any illegal or immoral purpose. The Allottee(s), for himself/ herself/ themselves with intention of being a person into whomsoever hands the said Unit may come also undertakes that:

- (i) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or use so heavy as to endanger the construction or structure of the project and shall not carry or cause to be carried heavy package, which may damage or are likely to damage the staircase, common passage or any other structure of the said Project including the entrance of the Project.
- (ii) Not to damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the said Unit without the prior written permission of the Board.
- (iii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Said Project/ Whole Project in which the said Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Project/ Whole Project and/or the said Unit.
- (iv) Not to throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the said Unit in the compound or any portion of the Scheduled Land and the project in which the said Unit is situated.

15.11 **Signage:-** The Allottee(s) shall not be entitled to display or affix signage or sign board on any outer walls of the project or the Unit or the Common Areas and Facilities of the Said Project/ Whole Project save to the extent at the place specified from time to time by the Board.

15.12 **Taxes and levies:-** The Allottee(s) shall be liable to pay from the date of his/ her/ their/ its possession of said Unit, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local "body or authority and so long as the said Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Built-Up Area of said Unit.

15.13 **Interior works in the Unit:** That if the Allottee(s) intends to carry out the interior


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adaptations and interior works in the Unit he shall seek prior permission of the Promoter/ Maintenance Society and the prior Permission of the Board / Maintenance society and the Board/ Maintenance Society may permit the same subject to the following conditions:

- (i) Any dues of whatsoever nature owing to the Board / Maintenance Society are fully paid.
- (ii) The work of interior adaptations undertaken by the allottee(s) shall not obstruct or affect the construction of the Building or the interior work being done by any other allottee of Unit in the Building or cause any nuisance of any kind, which may be objectionable to the Board/ Maintenance Society or any other allottee of Unit(s) and area(s) in the Said Project. In case, the allottee(s) does not remove such nuisance or obstructions as aforesaid after notice by the Board /Maintenance Society the Board /Maintenance Society shall have the right the right to cancel the permission forthwith.
- (iii) The allottee(s) shall ensure complete safety of material and the equipment kept in the Unit to be used or usable in the interior works undertaken by the allottee(s) and the Board /Maintenance Society shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipments. Further, the board /Maintenance Society 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 Unit or any job work or work relating thereto. Such liabilities or claims if any shall be satisfied by the allottee(s) itself/ himself/ themselves. The allottee shall indemnify and keep the Board /Maintenance Society harmless against all such claims or liabilities.
- (iv) That Allottee shall be permitted to carry out at his/ her own cost but without damaging the main structure of the Unit, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee(s). Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee(s) shall not carry out such additions or alterations or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and obtaining such sanction/ permission on payment of fee, tax, etc., would be the responsibility of the Allottee(s).
- (v) The Allottee(s) shall not damage or cause any harm to the structure of the Unit or any part of the Building in the process of carrying out the interiors and in case any damage is caused, the Allottee(s) shall be liable to rectify such damage at his own cost and expenses or shall reimburse by Board/ Maintenance Society for any expenditure incurred in repair in the or replacing or rectifying any damage/harm caused to any part of the Project due to the default of the Allottee(s).


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15.14 Power Backup:-the power backup facility shall be usage based and the allottee(s) shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Association in providing the same.

15.15 Provisions Of This Agreement Applicable Allottee/ Subsequent Allottees:It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

15.16 FUNCTIONS AND DUTIES OF THE BOARD

- (a) The Board shall be responsible for all obligations, responsibilities and functions under the provisions of the act or the rules and the Housing Board Disposal of Property Regulation, 1970 made thereunder or to the allottee(s) as per this agreement or to the maintenance agency or the competent authority as, the case may be. Provided that the responsibility of the Board with respect to the structural defect or any other defect for such period as is referred to in sub section (3) of section 14 of Act, shall continue after the conveyance deed of the Unit to the Allottee(s) are executed.
- (b) The Board shall be responsible to obtain the completion certificate or the occupancy certificate or both as applicable from the relevant competent authority as per the local laws or other laws for the time being in force or to make it available to the allottee(s) and to the maintenance agency.
- (c) The Board shall be responsible for providing and maintaining the essential services on reasonable charges till the taking over the maintenance of the same project by the maintenance of the said project by the maintenance association as per section 11 (4) (d) of the act;
- (d) The Board has represented to the allottee that the project shall be maintained till the maintenance society not formed for the maintenance and upkeep of the project. Constitution of the maintenance society be formed in accordance of board circular no. 168 dated 04-05-2011 main this provision of constitution of society as under.
 - (i) Maintenance society will be constituted as soon as 50% flat has been handed over to the allottee.
 - (ii) Samiti will be constituted by carrying out election process, out of the allottee in samiti General Body Meeting in the presence of Dy. Housing Commissioner/ Resident Engineer.
- (e) The Board shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas and facilities of the said project to the maintenance association or the competent authority as the case may be


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and hand over the physical possession of the Unit to the allottee(s) and the Common Areas and Facilities to the Maintenance Association or the Competent Authority as the case may be.

- (f) On the allottee not clearing all his dues along with interest within 60 days from the due date or the said amount become payable or and committing default in payment on due date under this agreement twice and/or on the allottee committing breach of any of the terms and conditions herein contained the board shall be entitled at its own option to cancel or terminate this Agreement in which event all rights, title and interest of allottee over the "UNIT" shall stand extinguished and the allottee shall have no further rights, title and interest over the "UNIT" and the board shall be entitled to transfer/ sale the "UNIT" to any other person.
- (g) The Board may cancel the allotment only in terms of this agreement. Provided allottee(s) may approach the regulatory authority for relief if he is aggrieved by such cancellation and such cancellation is not in such accordance with the terms of this agreement, unilateral and without any sufficient cause.

15.17 Obligation of the promoter/ board regarding veracity of the advertisement or prospectus regarding the project:

- a) The Allottee(s) has made an advance of a deposit on the basis of the information contained in the scheme booklet (copy of which attached as Annexure), if the Allottee(s) sustains any loss or damage by reason of any incorrect, false statement included therein, which shall be adjudicated in accordance with the Act, he shall be compensated by the Promoter in the manner as provided under the Act.
- b) Provided that if the Allottee(s) affected by such incorrect, false statement contained in the scheme booklet, or the model Plot, as the case may be, intends to withdraw from the Said Project, he shall be returned his entire investment along with interest and the compensation in the manner provided under the Act.

15.18 TRANSFER OF THE PROJECT TO THIRD PARTY:

- (a) The Board shall not transfer or assign his majority rights and liabilities in respect of Said Project to a third party without obtaining prior written consent from two-third allottees, except the Board, and without the prior written approval of the Regulatory Authority. Provided that such transfer or assignment shall not affect the allotment or sale of the Unit in the Said Project made by the erstwhile Board. (Here the number of allottees shall be considered as per Explanation given in sub-section (1) section 15 of the Act).
- (b) On the transfer or assignment being permitted by the Allottee(s) and the Regulatory Authority, the intending Board shall be required to independently comply with all the pending obligations under the provisions of the Act of the rules and regulations made


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thereunder, and the pending obligations as per this Agreement entered into by the erstwhile Board with the Allottee(s). Provided that such transfer or assignment shall not result in extension of time to the intending Board to complete the Said Project and he shall be required to comply with all the pending obligations of the erstwhile Board, and in case of default, such intending Board shall be liable to the consequences of breach or delay, as the case may be, as provided under the Act or the rules and regulations made there under.

15.19 DUTIES AND RESPONSIBILITIES OF THE ALLOTTEES:

- (a) The Allottee(s) shall be responsible to make necessary payments in the manner and within the time as specified in this Agreement and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, lease rent, and other charges, if any.
- (b) The allottee(s) shall be liable to pay interest, for any delay in payment towards any amount or charges to be paid under this Agreement.
- (c) The Allottee(s) shall participate towards the formation of a Maintenance Association.
- (d) The Allottee(s) hereby agrees that his/ her right to the use of Common Areas and Facilities of the Said Project/ Whole Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Society and performance by the Allottee(s) of all his/ her obligations in respect of the terms and conditions specified by the Maintenance Society from time to time.
- (e) The Allottee shall take physical possession of the Unit, within a period of two months of the occupancy certificate issued for the said Unit, after depositing all dues to Board and fulfilling necessary formalities.
- (f) The Allottee(s) shall participate towards registration of the conveyance deed of the Unit, as provided under sub-section (1) of section 17 of the Act.
- (g) The Allottee(s) agrees to contribute to the Board or its assignee towards creation of water sourcing fund to meet cost of infrastructure to be created for the arrangement, storage, distribution and supply of water from bore well, pipeline and/ or treatment plant (from the said fund) as required and deemed fit by the Board. In addition, to the above, Allottee(s) shall have to pay to the Board separate monthly charges for usage of water and meter charges.
- (h) The Allottee(s) agrees and understands that except as expressly provided herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws
- (i) The Allottee(s) hereby agrees and acknowledges that the Board shall not be


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under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

15.20 LOAN/ FINANCE

The Board shall have the right and authority to raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of sale deed, the Board shall obtain an NOC from the concerned Bank/ Financial Institution to execute Agreement to Sale in favour of the Allottee(s).

However, the Board, after the execution of this Agreement, shall not mortgage or create a charge on the Said Unit and if any such mortgage or Charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit.

15.21 PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY:-

The Allottee(s) may obtain finance from any financial institution, bank or any other source but the Allottee(s) obligation to purchase the said Unit and making of all payments pursuant in this Agreement shall not be contingent on his/ her/ their/ its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said Unit.

15.22 NAME OF THE PROJECT:

That the Whole Project shall always be known as “**HOUSING SCHEME, PHASE-II, SECTOR-5, DHOLPUR**” and the name of the Whole Project and the Said Project shall not be changed except with the consent of the Board.

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

The Allottee is entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said project/ whole Project in general and the said project in particular. That the Allottee(s) hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken possession for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his/ her own cost.


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17. ADDITIONAL CONSTRUCTIONS:

The Board shall not make any additions and alteration in the sanctioned plans, layout plans and specifications, and the nature of fixtures, fittings and amenities described therein in respect of the Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. However, various facilities/ services/ development works/ amenities, which may be provided as part of subsequent phases on the said schedule land and which does not form part of Common areas and facilities of the said project, may be changed depending upon the nature, requirements and market demand and the Board shall not be liable for obtaining consent for the same from the Allottee(s), unless such amenities affecting the Allottee(s) directly.

Provided that, the Board 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.

18. BOARD SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Board executes this Agreement he shall not mortgage or create a charge on the said Building/ unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit/ building.

18A. COMPLIANCE OF RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

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

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Board does not create a binding obligation on the part of the Board or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-


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Registrar ----- (address of Sub-Registrar) as and when intimated by the Board. If the Allottee(s) fails to execute and deliver to the Board 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 Board, then the Board shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever within 45 days from the date of termination..

20. ENTIRE AGREEMENT:

This Agreement, along with its preamble, recital, schedules, and the terms and conditions contained in this Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This agreement or any provisions hereof cannot be orally changed, terminated or waived. Any changes or additional provisions of the Act and rules/ regulations made thereunder) must be set forth in writing in separate agreements signed between the Parties.

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

This agreement 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/ building as the case may be.

21. RIGHT TO AMEND:

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

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

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1. The Board may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as


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per the payment plan mentioned this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Board in the case of one allottee shall not be construed to be a precedent and /or binding on the Board to exercise such discretion in the case of other allottees.

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

24. 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.

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

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

26. 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.

27. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Board through its authorized signatory at the Board's Office, or at some other place,


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which may be mutually agreed between the Board and the Allottee, in -----
 - after the Agreement is duly executed by the Allottee and the Board or simultaneously
 with the execution the said Agreement shall be registered at the office of the Sub-
 Registrar at----- (specify the address of the Sub-Registrar). Hence this Agreement
 shall be deemed to have been executed at --.

28. NOTICES:

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

Estate Manager Rajasthan Housing Board, Circle.....(Board's name)	Allottee(s) name
---	------------------

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

29. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Board 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).

30. SAVINGS:

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

31. 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 Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32. DISPUTE RESOLUTION:


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All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement 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 dispute shall be settled in the manner as provided under the Act.

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

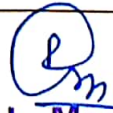
IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

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

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

Signed and delivered by the within named Board in the presence of witnesses at the date, day mentioned above

BOARD


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Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

(Detailsof land holdings of the Board and location of the Project)

Part A

Name of Scheme / Colony and City	Plot No.	Area (in meters)
"HOUSING SCHEME, PHASE-II, SECTOR-5, DHOLPUR"	Part of Khasra No. 1348/882 & 1350/882 Village-Purani Chhawani, Tehsil-Dholpur, District-Dholpur- 328001 Rajasthan	4040.00 Sq mtrs.
	Total Area	4040.00 Sq mtrs.

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

In East -

In West -


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In South -

And measuring

North to South

East to West

3- Latitude/ Longitude of the end points of the Project

In North.....

In South.....

In East.....

In West

4- Other details of the location of the Project

5- Location Map

Part B

Description of Allotted Unit

Application No.	
Unit/ Flat No.	
Block	
Area of Unit/ Flat	
Unit Type	
Carpet Area	
Exclusive Verandah Area/ Balcony	

Built Up Area

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

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


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SCHEDULE-4

[Description of the Unit and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

SCHEDULE-5

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

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Board at time of booking of Units in the Project)

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

SCHEDULE-7

Schedule for Payment/ Payment Plan

ANNEXURE- 1

Brochure


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