

For Neemrana Estate Pvt. Ltd.

Director

Affidavit/Declaration for Neemrana Estate Pvt. Ltd. project "Neemrana County Phase-3"

I, **NITIN ANUPAM KUMAR SINGHAL** S/o **ANUPAM SINGHAL** aged 44 years and residing at **F/45 MANEK MOTI, PANCH MARG, OFF YARI ROAD, ANDHERI (W) MUMBAI 400006** do hereby solemnly affirm and sincerely state as follows :

1. That the agreement to sale/builder buyer agreement of our project **Neemrana County** is in accordance with the "Form G" of RERA Act, 2016.
2. The none of the terms and conditions of the Agreement to sale presented by us violate the laws and rules of the real estate act.
3. That if any contradiction arises in the future. **Neemrana Estate Pvt. Ltd.** will be responsible for it.



Verification

I, **NITIN ANUPAM KUMAR SINGHAL** S/o **ANUPAM SINGHAL** aged 44 years and residing at **F/45 MANEK MOTI, PANCH MARG, OFF YARI ROAD, ANDHERI (W) MUMBAI 400006** above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at **Mumbai** on this 29th day of July 2017.

For **Neemrana Estate Pvt. Ltd.**

Signature of the Deponent

Director

For **Neemrana Estate Pvt. Ltd.**

Deponent

Director

ATTESTED

NOTARY PUBLIC
JULY 2017

-2 AUG 2017

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

Neemrana Estate Pvt. Ltd., (CIN No.U45201RJ2011PTC035966) a Company registered under the Companies Act, 1956, having its Registered Office at Khasra No. 967 and 968, Village Chobara, Tehsil- Neemrana, Dist. Alwar, Rajasthan, - 301706 (PAN No. AAECN2413R) through its Authorised Signatories, Shri Dhanraj Keshrimal Sonigara s/o Keshrimal Sonigara, age-63, residing at 229, Main Bazar, Dehu Road, Pune – 412101 having AADHAR No _____ and Shri Nitin Anupam Singhal s/o Anupam Kumar Singhal, age 42 years residing at F/45, Manek Moti, Panch Marg, Off Yari Road, Andheri (West), Mumbai 40006, having AADHAR No 961707794935 duly authorized by its resolution dated 26.09.2015 [hereinafter referred to as “Builder” which term and expression shall, unless it be repugnant to the context or subject thereof be deemed to include its successor(s), and permitted assign(s)].

AND

1. Mr. Giriraj Singh Yadav S/o Sh. Jagmal Singh age 45years R/O VPO Shahjahanpur, Tehsil Neemrana, District Alwar (Raj.) [hereinafter referred to as “The Owner No. 1” which term and

For Neemrana Estate Pvt. Ltd.

For Neemrana Estate Pvt. Ltd.

expression shall, unless it be repugnant to the context or subject thereof be deemed to include his successor(s), executor(s), administrator(s), legal representative(s) and permitted assign(s)].

2. Mr. Hari Singh Yadav S/o Mr. Jagmal Singh age 47 years R/O VPO – Shahjahanpur, Tehsil Neemrana, District Alwar (Raj.) [hereinafter referred to as **"The Owner No. 2"** which term and expression shall, unless it be repugnant to the context or subject thereof be deemed to include his successor(s), executor(s), administrator(s), legal representative(s) and permitted assign(s)].

"Owner No. 1" & "Owner No. 2" are acting through their joint power of attorney holder M/S Neemrana Estate Pvt. Ltd. represented by

1. Mr. Yogesh Kandhari S/O Kishanchand Kandhari R/O -D-37, Tulsi Apt., Sec.14, Rohini Delhi - 85

2. Mr. Madanlal Sonigara S/O Keshrimal Sonigara R/O 97 East Mumbai Puna Road Dehu Road Pune 412101

Hereinafter the **"The Owner No. 1"** and **"The Owner No. 2"** shall jointly be referred to as **"Land Owners"**.

Hereinafter the Builder and the Land Owner shall be referred to jointly as **"Promoter"**.

AND

[if the allottee is an individual]

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 "Allottee".

OR

[if the allottee is a partnership firm]

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 "Allottee".

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 PAN is..... 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

Neemrana Estate Pvt. Ltd.

For Neemrana Estate Pvt. Ltd.

to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the Allottee.

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

INTERPRETATIONS/ DEFINITIONS:

1. DEFINITIONS

In this Agreement unless it be contrary or repugnant to the context shall mean and include:

- 1.1. "ACT" means the Real Estate (Regulation and Development) Act, 2016;
- 1.2. "Annexure" shall mean Annexure(s) attached in this agreement.
- 1.3. "ARCHITECT" shall mean M/s. Shilpkar Architects Pvt. Ltd., Bhiwadi and/or such other person or persons and/or firm or firms and/or company or companies whom the Builder may appoint from time to time as the architect for the Complex.
- 1.4. "BUILDING" shall mean the building in the Complex where the Buyer has purchased his Unit and/or unit(s).
- 1.5. "BUILT UP AREA" shall mean the area measured at the floor level of the Unit taking the external dimension of such Unit including the area of the balcony and the verandah, if provided, however in case of common walls separating one Unit from the other only 50% of the area covered by such common walls shall be taken.
- 1.6. "CONCERNED GOVERNMENT" shall mean the government of the State of Rajasthan.
- 1.7. "FACILITY FOR PARKING" shall mean the open or covered space provided in the Complex for parking of vehicles.
- 1.8. "FORCE MAJEURE" means any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be

For Neemrana Estate Pvt. Ltd.



Director

prevented, or caused to be prevented, and which adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to:

- a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- b) explosions or accidents, air crashes and shipwrecks;
- c) strikes or lock outs, Industrial Dispute;
- d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- e) war and hostilities of war, riots or civil commotion;
- f) non-receipt of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the Approvals) from any governmental authority, including delay in issuance of the Commencement Certificate, Intimation of Disapproval, Occupation Certificate, Completion Certificate and/or any other Certificate as may be required;
- g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- h) any event or circumstances analogous to the foregoing.

- 1.9. "HE OR HIS" shall also mean either she or her in case the Buyer is a female or "it or its" in case the Buyer is a partnership firm or a private limited company, limited company, limited liability company, trust, etc., as the case may be.
- 1.10. "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- 1.11. "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- 1.12. "COMMON AREAS AND FACILITIES" shall mean all constituents as per "Annexure 1" of this Agreement
- 1.13. "Neemrana County Club" and its amenities shall mean all its constituents as per "Annexure 2" of this Agreement.
- 1.14. "Para" means a Para of this Agreement

For Neemrana Estate Pvt. Ltd.



Director

- 1.15. "Project" shall mean a residential-cum-commercial project and include all the shops, flats, building, civil structures, facility for parking, club house (i.e. Neemrana County Club House), EWS/LIG houses, common areas, common facilities etc. to be developed by the Builder in the Said Land.
- 1.16. "Regulation" means the Regulation made under the Act;
- 1.17. "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- 1.18. "Schedule" means the Schedule attached to this Agreement
- 1.19. "Section" means the section of the Act
- 1.20. "THE BUILDING PLANS" shall mean the plans and designs of the buildings etc. to be constructed on the Said Land which has been duly approved by the competent authority in phases or in full including any variations therein which may subsequently be made at the request of the Builder.
- 1.21. "TOTAL CONSIDERATION" means a sum of Rs. _____/- payable for the sale of the Unit as detailed in PART – I OF THE SCHEDULE "C".
- 1.22. "UNIT" shall mean individual shops/flats as explained in the Schedule "B" of this Agreement.
- 1.23. "URBAN ASSESSMENT OR GROUND RENT" shall mean any sum payable as rent on yearly basis or on lump sum basis to the Urban Improvement Trust, Bhiwadi.
- 1.24. 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.

WHEREAS THE PROMOTER DECLARES THAT,-

WHEREAS

For Neemrana Estate Pvt. Ltd.



Director

For Neemrana Estate Pvt. Ltd.

A. Smt. Shakuntala Devi W/o Shri Jagmal Singh R/o Shahajhanpur, Tehsil Neemrana, Distt. Alwar (Raj.) was the lease holder of a group housing Shop admeasuring 12969.36 sq. mtr. situated within the boundaries of Khasra No. 967 and 968 of Village Chobara, Tehsil Neemrana, Distt. Alwar (Raj.) and more fully described in Schedule "1" and registered with the Sub Registrar, Neemrana (hereinafter referred to as "Said Land"). During her life time she entered into a Development Agreement with the Builder on 29.03.2013 which was registered at the office of Sub-Registrar Neemrana on 29.03.2013 in book no. 1 zild no. 50, page no. 168 at serial no. 2013001126 and additional book No. 1, zild no. 203, page no. 143 to 159 (herein after referred to as original Development Agreement).

B. Smt. Shakuntala Devi expired on 10.04.2013. She was succeeded by (1) Owner no. 1, and (2) Owner No. 2 through a registered will dated 26.04.2011 of their mother Smt. Shakuntala Devi. Accordingly, through the registered Will dated 26.04.2011 the Land Owners became the absolute owners of the Said Land. Subsequently, the Lease Deed with respect to the Said Land was transferred in the names of the Land Owners by UIT Bhiwadi (Alwar) vide letter no. 7040/13 dated 21.05.2013.

C. The Land Owners being the joint and absolute owners of the Said Land, have authorized the Builder to develop Project comprising of group housing flats and commercials units, common areas, common facilities, club house as per the approvals from UIT Bhiwadi from time to time, upon the Said Land vide Additional Development Agreement dated 12.06.2013 (hereinafter referred to as the "Development Agreement") registered at the office of Sub Registrar, Neemrana on 12.06.2013 at book no 1, zild no. 55 at the page no. 129 having serial no. 2013002087 and additional book 1, zild no. 222 posted at the page no. 169 to 178, confirming the terms and condition of the original Development Agreement dated 29.03.2013

D. The Land Owners and the Builder have entered into an Earmarking Agreement dated 24.09.2015 for earmarking all saleable area in the Project as per their respective agreed allocation in the Project in accordance with the terms of the Development Agreement, and are accordingly entitled to realize the revenue from their respective earmarked area in the Project of their respective land by the Landowners and of the respective constructed unit by the Builder.

E. The Land Owners vide Power of Attorney dated 12.06.2013 registered in the office of the Sub-Registrar, Neemrana, on 12.06.2013 at book no. 1, zild no. 55 page no 129 at serial no. 2013002087 and pasted in book no. 1, zild no. 222 at page no. 169 to 178 and subsequent Correction Deed dated 12.03.2015 of Power of Attorney have jointly appointed and authorized Mr. Yogesh Kandhari and Mr. Madanlal K Sonigara who are the Directors of the Builder, as their

For Neemrana Estate Pvt. Ltd.



Director

power of attorney holders to enter into, sign and execute this Agreement for and on behalf of the Land Owners.

F. Plans/maps of the Project to be developed upon the Said Land have been approved by Urban Improvement Trust, Bhiwadi and the approval has been conveyed vide its letter no. 2686-87/14 dated 12.08.2014. The Builder is in the process and progress of developing the Project on the Said Land and the said project shall be known as Neemrana County ("Project") and copy of which is enclosed as Schedule -2

G. 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.

H. The Land is free from all encumbrances.

I. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

J. The Project has been registered with the Rajasthan 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 Promoter and Project are also available in the website (www.rera-rajasthan.in) of the Authority.

K. The details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-3.

L. 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, etc alongwith, the details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as per the permissions and sanctions received from various respective authorities.

M. The Allottee prior to the execution hereof has perused and has inspected the relevant documents and has otherwise satisfied himself about the rights, title and interest of the Builder over the Said Land and is also aware of the fact that the Builder has entered and is entering into separate agreements with several other persons and/or parties who are interested in acquiring the Unit in the Complex. The Allottee has understood all limitations and obligations of the Builder in respect thereof. The

For Neemrana Estate Pvt. Ltd.

Allottee assures the Builder that the investigations by the Allottee are complete and the Allottee is fully satisfied that the Builder is competent to enter into this Agreement.

- N. The Allottee has also inspected and/or otherwise satisfied himself about the building plans and is desirous of acquiring a Unit more fully described in the Schedule "B" hereto upon the terms and conditions hereinafter mentioned.
- O. The Allottee acknowledges that the Builder has verified and provided all the relevant information and clarifications as required by the Allottee and that the Allottee has not unduly relied upon and is not influenced by any advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by any selling agents/brokers or any other data except as specifically represented and agreed in this Agreement and that the Allottee has relied solely on the Allottee's own prudent judgment and investigation(s) in deciding to enter into this Agreement for purchase of the Flat/Unit. No oral or written representations or statements (except as specifically set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement or any related contract, application or any ancillary documents pertaining to the purchase of the proposed Unit and this Agreement shall be self-contained and complete in all respects and shall override and prevail over any previous document, if any, issued by the Builder in relation to subject matter covered under this Agreement including but not limited to the allotment of Unit by the Allottee.
- P. The Allottee agrees and acknowledges that the Allottee is entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the Said Land and the Unit and that the Allottee has clearly understood the Allottee's rights, duties, responsibilities and obligations there under, as well as other terms and conditions of this Agreement, and agrees to abide by the same.
- Q. The Allottee agrees and acknowledges that the ownership and occupation of the Unit in the Complex will be subject to the restrictions and obligations as detailed in this Agreement, as well as other Agreements (including Maintenance Agreements) that may be executed between/among the Builder and the Allottee, and the Allottee offers to so conduct himself.
- R. The Builder relying upon the confirmations, representations, and assurances of the Allottee to faithfully abide by all the terms and conditions and stipulations as contained in this Agreement has allotted the Unit to the Allottee.
- ~~Noting upon the confirmations, representations, and assurances of the Allottee to the Builder, the Builder hereby agrees to the terms and conditions of the Agreement and to the allotment of the Unit to the Allottee.~~

For Neemrana Estate Pvt. Ltd.

Director

S. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed

T. Temporary fire NOC for the Project has been accorded by the Nagar Parishad, Alwar, vide No Fire/1535 dated 25/11/2013

U. Environmental Clearance from the department concerned has been obtained for the Project. File No' FI (4ySEIAA/SEAC-Raj/Sectt/Project /Cat.8(a),B 2 (639)/13/14 dated 30th April 2014

V. Central Ground Water Authority permission under order no CGWA/IND/Proj/2014-1632 dated 20th November 2014

W. Consent to Established from Rajasthan State Pollution Control Board under order number 2013-2014/MUID/2593 dated 11/03/2014

X. the Promoter has opened a separate account in Sethi Colony Branch of Syndicate Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

Y. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Shop / Apartment/Building (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 apartment/Shop 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.

Z. the Alottee has applied for an apartment in the Project vide application no.dated and has been allotted apartment no. having carpet area of square feet, type, on floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring 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 defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

For Neemrana Estate Pvt. Ltd.



Director

Note: Garage includes covered car parking/basement car parking/stilt car parking.

ZA. 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.

ZB. 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;

ZC. 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 hereby agrees to purchase the [Apartment/Shop] and the garage/covered parking (if applicable) as specified in para V.

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

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / Shop as specified in para 'Z'

1.2 The Total Price for the Apartment/ Shop 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 defined in this agreement separately etc., if/ as applicable.

For Neemrana Estate Pvt. Ltd.

Nitin
Director

Explanation :

(i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment / Shop 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, GST 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// Shop 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/ Shop 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/ Shop and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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:

For Neemrana Estate Pvt. Ltd.


Director

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.

1.4As mentioned in para 'Y' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given below :-

Stage of development works &	Percentage of the Total Price as calculated under	Installment Amount in Rs.	Period within which the installment
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completion of the Unit (with details of works)	Term & Condition No. 1.2		amount is to be paid by the Allottee

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments 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 Promoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Shop without the previous written consent of the Allottee(s) as per the provisions 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 the Act.

For Neemrana Estate Pvt. Ltd.

For Neemrana Estate Pvt. Ltd.

[Signature]

1.7 The Promoter shall confirm to the final carpet areas 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 not exceeding 3% 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.1.2 above.

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

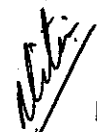
- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Shop;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) 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 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/ Shop 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 firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Shop and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Shop.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Shop 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

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Director

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/ Shop at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Shop as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the 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 Promoter abiding by the construction milestones, the Alottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Neemrana Estate payable at Jaipur .

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 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 understands and agrees that in the event of any failure on his/ her part 2 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.

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Director

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter 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 solve responsibility of the Allottee to intimate the same in writing to the Promoters 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 and such third party shall not have any right in the application/allotment of the said Apartment/ Shop apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment/Shop, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Shop to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Shop 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.

7. POSSESSION OF THE APARTMENT / SHOP:

7.1 Schedule for possession of the said Apartment of Shop – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Shop 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 Promoter assures to handover possession of the Apartment/ Shop along with ready and complete common areas & facilities and amenities as per the schedule provided with all specifications of the Project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any

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Director

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 Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Shop, 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 with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee 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.

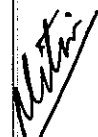
7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate / part completion/ completion certificate from the competent authority shall offer in writing the possession of the Apartment/ Shop, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months 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 Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Shop, 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 Apartment/ Shop- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Shop 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 Apartment/ Shop to the Allottee, it shall be the responsibility of the Promoter 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 Promoter 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.

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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 Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

7.6 Compensation – The Promoter 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 Promoter fails to complete or is unable to give possession of the said Apartment/ Shop (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 Promoter 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 Apartment/ Shop, 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Shop, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER : The Promoter hereby represents and warrants to the Allottee(s) as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the 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;

(In case the Promoter is not owner of the Land, give details of collaboration with such owner)

(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

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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;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / 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 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;

(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/ Shop 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 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 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) 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 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;

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Director

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

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

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the 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 Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Shop, which shall be paid by the Promoter 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:

(i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter 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 Promoter on the unpaid amount.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Shop 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 Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/ POLT :

The Promoter, on receipt of Total Price of the Apartment/ Shop as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Shop 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 Promoter 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 Allottee(s) authorizes the

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

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

The Promoter 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 / Company upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/ Shop.

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 Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ SHOP :

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Shop 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 Apartment/ Shop, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound

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Director

which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Shop, and keep the said Apartment/ Shop,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenatable 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 further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee 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 shall store any hazardous or combustible goods in the Apartment/ Shop or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/ Shop.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions..

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

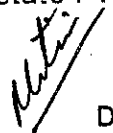
18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Shop/ Building 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 Apartment/ Shop/ Building.

19. 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 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-

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Director

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 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.

20. 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 Apartment/ Shop/ 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 Apartment/ Shop and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Shop, in case of a transfer, as the said obligations go along with the Apartment/ Shop for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

23.2 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.

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Director

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 Apartment/ Shop bears to the total carpet area of all the Apartments/Shops 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 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, in -----

----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Neemrana. Hence this Agreement shall be deemed to have been executed at ----
-----.

28. **NOTICES:**

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

M/s.....(Promoter's name)	Allottee(s) name
Address.....	Address.....

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Nitish

Director

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 Promoter or the Allottee(s), as the case may be.

29. 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).

30. SAVINGS:

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

31. GOVERNING LAW & JURISDICTION:

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 and the Courts of Behror / Alwar shall have sole and exclusive jurisdiction for the time being in force.

32. DISPUTE RESOLUTION :

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 & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE AGREEMENTS ON ____THE DAY, October MONTH AND 20____ YEAR FIRST ABOVE WRITTEN.
SIGNED, EXECUTED & DELIVERED

1. PROMOTER

1.1. BUILDER: NEEMRANA ESTATE PVT. LTD.

SIGNATURE:

NAME: Dhanraj Sonigara

TITLE: Director

SIGNATURE:

NAME: Nitin Anupam Singhal

TITLE: Director

For Neemrana Estate Pvt. Ltd.

Director

DATE:

1.2. **LAND OWNER:** (Through duly constituted Attorneys)

SIGNATURE:

NAME: Yogesh Kandhari

DATE:

DATE:

SIGNATURE:

NAME: Madanlal Sonigara

DATE:

3. **Allottee(s):**

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

i) 1st Applicant:

SIGNATURE:

NAME:

TITLE:

DATE:

ii) 2nd Applicant:

SIGNATURE:

NAME:

TITLE:

DATE:

For Neemrana Estate Pvt. Ltd.



Director

4. **Witnesses:**

(i)

SIGNATURE:

NAME:

TITLE:

DATE:

ii)

SIGNATURE:

NAME:

TITLE:

DATE:

For Neemrana Estate Pvt. Ltd.

SCHEDULE "A" THE SAID LAND

All that piece and parcel of land measuring about 12969.36 Sq. Mtr. approximately vide development agreement for the Said Land dated 29.03.2013 recorded in Book no. 1 zild no. 50, page no. 168 at serial no. 2013001126 and additional book no. 1, zild no. 203, page no. 143 to 159, Additional Development Agreement dated 12th June 2013 registered at the office of sub registrar on 12/06/2013 at book no 1, zild no 55 at the page no 129 having serial no 2013002087 and additional book 1, zild no 222 posted at the page no 169 to 178. Confirming the Terms and Condition of the original Development Agreement dated 29.03.2013 situated within the boundaries of khasra no. 967 and 968 of Village Chobara, Tehsil Neemrana, Distt. Alwar (Raj.)

The Said Land is bound as under:

On or towards the North: Land bearing Khasra No 969;

On or towards the South: Revenue Road;

On or towards the East: Land bearing Khasra No 965;

On or towards the West: Land bearing Khasra Nos 974, 983 & 984.

SCHEDULE "B"

ABOVE REFERRED TO (THE UNIT) All that Flat bearing No. _____ on _____ Floor which shall comprise of the following:

- i. Carpet area comprised within the Unit. However, the roof of the Unit shall be used both as the roof of the Unit as well as the floor of the unit or units constructed above it and similarly the floor of the Unit shall be used both as the floor of the Unit as well as the roof of the unit or units below it and the roof and the floor of the Unit shall jointly belong to the Buyer and the Buyers of the other units directly above and under the Unit.
- ii. The walls and columns, if any, within and outside the Unit save the wall or walls separating the Unit from the other unit or units on the same floor shall belong to the Buyer and the said common wall or walls separating the Unit from other unit or units on the same floor shall jointly belong to the Buyer and Buyer or Buyers of other such unit or units.
- iii. The proportionate indivisible share in the land covering the plinth of the building shall jointly belong to the Buyer and the Buyers of other units in the said Building.
- iv. The Buyer shall be entitled, of the facility to the use of parking for one car on first come first serve basis only on payment of monthly parking maintenance charges in the Facility for Parking provided by the Builder to Builder/ Neemrana County Buyers' Association / Neemrana Condominium Pvt. Ltd. and will be governed by the rules of such Association / Condominium in currency from time to time. However, exact parking space may be allotted at the time of possession of the Unit on the request of the Buyer, on first come first serve basis.

For Neemrana Estate Pvt. Ltd.



Director

PART – I OF THE SCHEDULE “C”

- A. Total Consideration for transfer of the Flat/Unit having Super Built Up Area approx. **651** sq. ft. (**60.47** sq mtr.) and built up area **520.8** sq.ft. (**48.38** sq.mtr.) shall be Rs. _____/-(Rupees _____ only).
- B. The Super Built-Up Area of the Unit may vary maximum upto $\pm 5\%$ of the area quoted above and the consideration will be adjusted accordingly as specified in Clause 3.5 of this Agreement.

C. PARTICULARS AMOUNT

The said total amount of Rs. _____/- (Rupees _____ Only), mentioned hereinabove shall be paid by the Buyers to the Builder in installments as follows.

STAGE	PAYMENT	Amount
At the time of Booking	10% of BSP	
Within 90 days of Booking	10% of BSP	
On Completion of Plinth	10% of BSP	
On the Completion of Stilt Roof Slab	7.5% of BSP	
On Casting of 1st Floor roof	7.5% of BSP	
On Casting of 3rd Floor roof	7.5% of BSP	
On Casting of 5th Floor roof	7.5% of BSP	
On Casting of 7th Floor roof	7.5% of BSP	
On Casting of 9th Floor roof	7.5% of BSP	
On Completion of brick work	7% of BSP	
On Completion of Internal Plaster	7% of BSP	
On start of Flooring	7% of BSP	
At the time of offer of Possession	4% of BSP s	
Total (Rupees _____ only)		

1. Amount received till the date of Agreement: -

Date	Amount	
07/09/2015	Rs. _____/-	
Total received = Rs. _____/- (Rupees _____ only)		

For Neemrana Estate Pvt. Ltd.

(Signature)

Director

SCHEDULE 'D'

Above referred to Specifications

- ❖ Earthquake resistant RCC Frame structure as per the design of structural consultant Internal
- ❖ Oil Bound Paint of pleasing shade of a reputed brand as per Architect's suggestion.
- ❖ External - Exquisitely designed classical exterior, finished in Acrylic/ Textured paint of reputed brand.
- ❖ Cornices - POP Cornice as per architect's design in Drawing & Dinning.
- ❖ Drawing/Dining/Bedrooms/Balcony - Vitrified tiles.
- ❖ Toilet
 - Flooring – Ceramic Tiles
 - Walls - Ceramic Tiles up-to height of 7ft.
 - Fittings - Branded CP fittings and wash basin with Chinaware of reputed brand, sanitary ware of reputed company, health faucet in all toilets,
- ❖ Kitchen
 - Flooring -Ceramic tiles.
 - Platform - An L- Shape platform in granite with stainless steel sink and provision for hot & cold water supply.
 - Wall - 2 ft Ceramic tiles dado above platform
 - Oil Bound Paint of pleasing shade of reputed brand(s) per Architect's suggestions.
- ❖ Anodized aluminum windows with 4mm thick float glass.
- ❖ Doors:
 - Frame - Folded steel section.
 - Main Door - 35 mm skin door fitted with night latch, magic eye & premium handles.
 - Other Door - 30 mm skin door with premium handles. Fittings -
- ❖ Modular electrical switches with sockets and fan regulators.
- ❖ Wiring - All electrical wiring in concealed conduits with copper wires. . Convenient provision & distribution of light and power plugs and provision for electrical chimney above platform, and water purifier point in kitchen.
- ❖ Power backup in common areas and in each apartment. Points will be provided in Drawing / Dinning room, all Bedrooms, Kitchen / Kitchenette and all toilets.
- ❖ Intercom will be provided through the authorized phone company or EPABX.
- ❖ Gearless high speed lifts in each block with generator backup.
- ❖ Provision for A/c in all bedrooms and living room. (no air conditioners are being provided).
- ❖ Provision for washing machine point will be provided at suitable location.

For Neemrana Estate Pvt. Ltd.


Director

- ❖ **Note :** All building plans, layouts, specifications etc are tentative and subject to variations and modifications as may be decided by the architect/company as per the provisions of the ACT. Accessories shown in the layout plan of the flats such as furniture, cabinets, electric appliances etc. are purely indicative and not part of sale offerings.

"Annexure 1"
COMMON AREAS AND COMMON FACILITIES

The Common areas and common facilities charged within the above consideration include the following:

1. Green Landscaped Areas (Phase I, II & III)
 - a. Open Basket Ball cum Badminton Grass Court (Phase III)
 - b. Sit outs
2. Podium (Phase III)
 - a. Tennis cum box cricket court
 - b. Climbing wall for children
 - c. Amphitheatre
 - d. Karaoke corner
 - e. Sand Pit
 - f. Putting Greens
 - g. Jogging / Walking Track
 - h. Barbeque Corner
 - i. Dancing Fountains
 - j. Mowed Party Lawns
3. Internal Roads (Phase I, II, III)
4. Street Lighting (Phase I, II, III)
5. STP Plant (Phase I, II, III)
6. Potable Water Treatment Plant (Phase I, II, III)
7. Rain Water Harvesting (Phase I, II, III)
8. Solid Waste Management Area (Phase I, II, III)
9. Ample Parking Facility as per approved plans (Phase I, II, III)
- 10.3 Tier Security (Phase I, II, III)
11. Power Back up for Common Areas & Facilities (Phase I, II, III)

For Neemrana Estate Pvt. Ltd.



Director

"ANNEXURE 2"

NEEMRANA COUNTY CLUB (NCC) FACILITIES

1. Fully Equipped Air-conditioned Gymnasium (Phase I)
2. Family Theatre (Phase I)
3. Business Centre with Conference Room with back office support operations. (Phase I)
4. Fully Furnished Guest Rooms (Phase I)
5. E-Library (Phase I)
6. Banquet Hall (Phase I)
7. Meditation Zone (Phase I)
8. Multigame Hall (Phase I)
9. Semi Covered Swimming Pool (Phase III)

Note: Governing Rules and Regulations of the NCC as per membership form applicable at time of use.

For Neemrana Estate Pvt. Ltd.



Director

**NEEMRANA
COUNTY**

Affordable Luxury

Application Form

APPLICATION FORM

Application for allotment by sale of a Suite/ Apartment /Shop in Neemrana County

Neemrana Estate Pvt.Ltd.

Pl. affix
self attested
photograph of
1st applicant

Pl. affix
self attested
photograph of
2nd applicant

Dear Sir,

We request that I/we may be allotted a Suite/ Flat/Shop in your Neemrana County, Khasra No.967 & 968 of Village Chobara , Tehsil Neemrana, District Alwar (Rajasthan) as per M/s. Neemrana Estate Pvt. Ltd. [hereinafter referred to as the "Company"] terms and conditions, which I/We have read and understood and shall abide by the same as stipulated by your Company.

I/We agree to sign and execute, as and when desired by the company, the draft Buyer's Agreement to be provided to us by the Company.

I/We remit herewith a sum of Rs. _____ {Rupees _____ only} by Bank Draft/Cheque No. _____ dated ____/____/____ drawn on _____, _____ [Bank & Branch] as part of earnest money.

SOLE OR FIRST APPLICANT

Name: Mr./Mrs./Ms. _____

Age _____

S/W/D of _____

Permanent Address _____

Phone No. _____ [Fax] _____

Correspondence Address _____

Phone No [H] _____ [O] _____ [Mob] _____

[Fax] _____ Email ID _____

Date of Birth

Marital Status

- ☐ Single
☐ Married

If married, No. of Children ____

Residential Status

- ☐ Resident
☐ Non-Resident

☐ Foreign National of Indian origin

Nationality

SECOND APPLICANT

Name: Mr/Mrs/Ms _____ Age _____

s/w/d of _____

Correspondence Address: _____

Phone No. (H) _____ (O) _____ (Mob) _____

Primary Email ID _____

Alternative Email ID _____

Date of Birth: ____/____/____ Martial Status

.....

☐ Single☐ Married

Residential Status

☐ Resident☐ Non-Resident

Nationality

If married, No. of Children..... ☐ Foreign National of Indian Origin

Occupation: _____

Organisation: _____

Designation: _____

PAN No: _____

Adhaar Card No: _____

Relationship with the first applicant _____

DETAILS OF SUITE / APARTMENT / SHOP

Unit Type: Suite/ Apartment /Shop No _____

Built Up Area: _____ sq ft

Super Built Up Area _____ sq ft

Floor _____

Floor Preferential Location

Facing Preferential Location: _____

Payment ☐ Plan 'A' (Up-front Payment) ☐ Plan 'B' (Construction Linked) ☐ Plan 'C' (Any Other)

Total Sales Consideration of Unit:

Rs. _____/-

Neemrana County Club Membership Fees ¹:

Rs. 75,000/-

One Time Maintenance Charges @ Rs. 150/ sq ft:

Rs. _____/-

Power Back Up Charges (Rs. 18,000 / KW)

Rs. _____/-

Common Areas & Facilities² Development Charges @ Rs. 125/ sq ft:

Rs. _____/-

I/We, the above applicants(s), do hereby declare that the above mentioned particulars / information given by me/us are true and correct to the best of my /our knowledge & belief.

Signature of the First Applicant

Signature of Second Applicant

Date : ____/____/____

Place : _____

Note:

1. All Cheques / Drafts to be made in favour of Neemrana Estate Pvt. Ltd and payable at Gurgaon
2. If your price & payment plan is not signed within seven days of receiving your cheque, the payment plan will automatically be considered as installment plan.
3. Outstation cheques shall not be accepted.

TERMS AND CONDITION FOR ALLOTMENT OF SUITE / APARTMENT / SHOP

1. The project is being executed by the Company on leasehold land whereby the Company is authorized to develop and market the project.
2. The Intending Allottee(s) has applied for the allotment of the residential/commercial unit with knowledge and subject to all the laws, notification and rules applicable to this area, and this project which have been explained by the Company and understood by him/her.
3. The Intending Allottee(s) has fully satisfied himself/herself about the interest and title of the Company in the said land and understands all limitations and obligations in respect of it, and there will not be any objections by the Intending allottee[s] in this respect.
4. The Intending Allottee(s) has accepted the plans, design, specifications of the aforesaid project and hereby agrees that the Company may affect such variations, additions, alterations deletions and modifications therein as it may, in its sole discretion deem appropriate and fit, or as may be done by any competent, authority and the Intending Allottee(s) hereby gives consent of such variations/additions/ alteration/deletions and modifications and the Company shall be entitled to do so without any objection or claim from the applicant allottee.
5. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject an application without assigning any reason thereof.
6. The Company may on its own provide additional improved specifications and/or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons or due to popular demand or for the reason of overall betterment of the Complex/individual unit. The same shall be binding on the allottee[s] and the proportionate cost of such changes shall be borne by the allottee[s].
7. The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme.
8. The Intending Allottee(s) is entitled to get the name of his/her nominee[s] substituted in his/her place as per the T&C with the prior approval of the Company, who may in its sole discretion permit the same on such conditions as it may deem fit on charging such fee as may be decided by the Company.
9. The Intending Allottee(s) agrees that he/she shall pay the price of the Unit and other deposit & charges on the basis of Super Built Up Area, i.e. the covered area of his/her Apartment and also pro-rata share of the areas such as corridors, passages, lifts, lift rooms, staircase, underground and overhead water tanks, etc. If there is any increase/decrease in the Super Built Area after

10. The Intending Allottee(s) agrees to execute the company's Builder Buyers Agreement, when called upon to do so by the company. The draft Builder Buyers Agreement has been shown to the Intending Allottee by the Company and the Intending Allottee has understood its terms and conditions. The Company reserves the right to make suitable changes in the draft Agreement.
11. On the intending Allottee(s):
 - i. Not clearing all his dues along-with interest @18% per annum within 60 days from the date the said amount becoming payable; and/or
 - ii. Committing default in payment on due date under the agreement twice; and/or
 - iii. Committing breach of any of the terms and conditions herein contained.
 - iv. The Company shall be entitled at its own option to cancel and terminate the allotment. On cancellation all rights, title or interest of the Intending Allottee(s) over the said unit shall stand extinguished and the Intending Allottee(s) shall have no further right, title or interest over the said unit and the Company shall be entitled to transfer the said unit to any other person at its own discretion.
 - v. On cancellation the Company shall also be entitled to liquidate damages amounting to 20% of the total cost of the unit from the Intending Allottee(s). The Company after making such appropriation shall refund the balance amount to the intending Allottee [s] within 120 days from the date of such termination. It is agreed by and between the parties that the liquidated damages as the aforesaid 20% is just, proper and reasonable.
12. In case the Intending Allottee(s) gives a written notice to cancel the allotment, then in that event the Builder shall cancel the allotment and after deducting 20% of the total cost of the said unit along with overdue interest from the amounts received from the Intending Allottee(s) till that date, refund the balance amount to the Intending Allottee(s) within 120 days from the date of such cancellation. However, the Intending Allottee(s) shall be entitled to exercise this option within a period of six months from the date of this Application Form/ Allotment letter in respect of the said unit, where after this clause shall automatically be deemed to have become inoperative and un-enforceable.
13. In case the Intending Allottee(s) wants to avail of a loan facility from his/her employer or financing bodies to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:
 - a. The terms of the Financing Agency shall exclusively be binding and applicable upon the allottee only.
 - b. The responsibility of getting the loan sanctioned and disbursed, as per the Company's payment schedule shall rest exclusively on the allotment. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the allottee, failing which, the allottee shall be governed by the provision contained in clause 11 as above.
14. The Sale/Lease Deed or another document conveying the said Unit shall be executed and got registered in favour of the Intending Allottee(s) within the reasonable time after the building has been finally constructed at the site and after receipt from his/her of full sale price and other connected charges. Cost of stamp duty and registration charges etc. as applicable will be extra and shall be borne by the Intending Allottee(s). All costs

Thousand only) in connection with the costs of the preparing ,executing and registering of the Agreement, or Agreements, Lease/Sub- lease Deed, Conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Builder for preparation and approval of such documents shall be borne by the Intending Allottee(s).

15. On execution of the Sub Lease Deed in favour of the Intending Allottee(s), the Intending Allottee(s), as lessee will be bound by the including payment of UrbanAssessment /Ground Rent, transfer charges etc.
16. All Taxes or charges, present or future, on land or building levied by the authority, from the date of booking, or charges, present or future, on land or building levied by the authority, from the date of booking, including the one time Urban Assessment/ Ground Rent payable to the authority shall be borne and paid proportionately by the Intending allottee(s).Free hold conversion charges ,if payable, will also be borne and paid by Intending allottee(s) proportionately. It is specifically mentioned that Service tax, VAT, GST, etc. applicable on the construction of the property by the Company shall be recovered by the Company from the Intending Allottee(s) over and above the agreed sale consideration of the Unit.
17. The Intending Allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the company by registered A/D letter about all changes, if any ,in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
18. In case of transfer of allotment/assignments of ownerships of the unit, a transfer fee as prescribed by the Company shall be payable by the Intending Allottee(s) to the Company.
19. The Intending Allottee(s) agrees that the development of the project is subject to force majeure clause which includes delay for any reason beyond the control of the Company eg. non-availability of any building material of enemy action or natural calamities or any act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government /Public/Company Authority, delay in issue of completion certificate/occupancy certificate or any other reason beyond the control of the Company & in such an event, the Company shall be entitled to reasonable extension of time. However, all conditions being favourable if the Company fails to deliver the unit, within 6 months from the original schedule of delivery, the Company shall be responsible only refund the entire money paid by him to the Builder towards Total Consideration together with simple interest thereon calculated @12% per annum from the date of such payment or payments until the date of repayment by the Builder

along with other occupants of the said Project and club house, herein after known as Neemrana County Club and its facilities more specifically defined in "Annexure 2" as per the policies of Neemrana County Club more specifically defined in the membership form of Neemrana County Club subject to amendments from time to time subject to the timely payment of club membership and regular maintenance charges. The common areas, common facilities, club house (i.e. Neemrana County Club) shall continue to be the property of the Company. The Intending Allottee(s) further agrees that in the event of his/her failure to pay the maintenance charges on or before the due date, the Intending Allottee(s) shall cease to enjoy the right to use the common areas, common facilities, and club house facilities till such time the outstanding maintenance charges along with interest and penalties (if any) are paid.

21. The Intending Allottee(s) has understood that the development & completion of the whole project may be done in phases and this may cause some inconvenience to residents of earlier phases and he/she shall not have any objection to the same.
22. The Company shall have the first lien and the charge on the said Unit for all its dues and other sums payable by the Intending Allottee(s) to the Company.
23. The complex is to be maintained by the Company or its maintenance agency or any other agency nominated by the company till the maintenance is handed over to any other Residents Association/Society or the arrangement is terminated by the Company. The Intending Allottee(s) agree to enter into a Standard Maintenance Agreement with the company and its nominated maintenance agency and to pay the maintenance bills/demands properly and regularly.
24. In case of NRI /Foreign National buyers, the adherence to the provisions of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be the responsibility of the allottee.
25. The Intending Allottee(s) shall not use the said unit for any purpose other than for which said unit is being acquired by him except with the prior written permission of the Builder.
26. Correspondence shall be done only with the 'First Applicant' at the address for communication as it appears on the application form.
27. On intimation from the Company, the Intending Allottee(s) shall be bound to execute the Agreement and the other documents as may be required by the Company. On failure to execute the same and /or adhere to the terms and conditions mentioned therein, the Company shall be free to deal with the unit as it may deem fit and proper. The Intending Allottee(s) shall not have any right, title, interest and /or lien over the unit. The application/booking amount in such an event shall stand forfeited and this application form shall be cancelled by the Company without any further writing.
28. Courts at Jaipur alone shall have exclusive jurisdiction for adjudication of all matters arising out of /touching and /or concerning this transaction.

Date

Place

“Annexure 1”

COMMON AREAS & FACILITIES²

1. Green Landscaped Areas
 - a. Open Basket Ball cum Badminton Grass Court
 - b. Exclusively carved sit outs
2. Podium
 - a. Tennis cum box cricket court
 - b. Climbing wall for children
 - c. Amphitheatre
 - d. Karaoke corner
 - e. Sand Pit
 - f. Putting Greens
 - g. Jogging / Walking Track
 - h. Barbeque Corner
 - i. Dancing Fountains
 - j. Mowed Party Lawns
3. Adequate Street Lighting
4. STP Plant
5. Potable Water Treatment Plant
6. Rain Water Harvesting
7. Solid Waste Management Area
8. Ample Parking Facility

“ANNEXURE 2”

NEEMRANA COUNTY CLUB (NCC)¹

1. Fully Equipped Air-conditioned Gymnasium
2. Family Theatre
3. Business Centre with Conference Room with back office support operations.
4. Fully Furnished Guest Rooms
5. Library
6. Banquet Hall
7. Meditation Zone
8. Multigame Hall
9. Semi Covered Swimming Pool

List of Documents required by Bank for Loan Processing

A customer can choose any Bank of his/her choice for the loan ,Below mentioned are generally the standard documents required by the Bank for loan approval and disbursement . However, the documents required by different, banks could vary .We request you to consult your loan officer for complete list of documents.

Documents for Loan Approval

Documents	Salaried Customers	Self Employed Professionals	Self Employed Businessman
1) Signed loan Application form with photograph	✓	✓	✓
2) Identity and Resident Proof	✓	✓	✓
3) Education Qualification Certificates	✓	✓	✓
4) Form 16 & Last 3 years Income Tax Return (Self and business)	✓	✓	✓
5) Last 6 months bank statements of Salary Account/Current Account(As applicable)	✓	✓	✓
6) Processing fee cheque	✓	✓	✓
7) Certification in form 16 B under section 194 IA of IA Income Tax Act (if applicable)	✓	✓	✓
8) Proof of business existence		✓	✓
9) Last 3 years Profit/Loss and Balance sheet.		✓	✓
10) Business Profile			✓
11) Last 3 months Salary-Slips	✓		

Documents for Loan disbursement

Payment Receipts	Submit all these original documents for verification
Allotment Letter	
Agreement for Sale	
TPT- Tripartite Agreement.	
PTM-Permission to Mortgage	
NOC from Bank (If applicable)	



NEEMRANA ESTATE
PVT.LTD.



Nurturing Excellence

Corporate Office : 409, ILD Trade Center, Sector-47, Sohna Road, Gurgaon-122001. India. Contact No. 0124-2219999 / 2219409

Site Address : Office Suite No.19/20, Neemrana County, Khasra No. 967/968, Chobara, Behind RIICO IND. AREA, Tehsil-Neemrana,
District-Alwar, Rajasthan-301706, India.

Registered Office : 48, Bandhu Nagar, Opp. Vidyadhar Nagar Bus Depot, Sikar Road, Jaipur, Rajasthan-302013. India

CIN : U45201RJ2011PTC035966

Website : www.neemranacounty.com Email : info@neemranacounty.com