NOTARY NARENDRA SHARMA NOTARY (Central) KOTA (Raj.) Regd. No. 31545 Exp. Dt. 08-04-2030 GOVT. OF INDIA

04 MAR 2025

2230
21/4/2025

**AFFIDAVIT**

I, Secretary, KDA, having Office at KDA, CAD Circle Kota Rajasthan-324009duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project **"Nandgaon Residential and Commercial Yojna"** situated at Khasra No. 413, 414 Village, Badgaon Tehsil Ladpura, Kota State Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as from G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for sale is not derogation of or inconsistent with the Real Estate (Regulation and Development) Act, 2016 and rules made there under.
4. That if any contradiction arises in the future the deponent will be responsible for it.

Deponent

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण कोट

**Verification**

I, Secretary, KDA, having Office at KDA, CAD Circle Kota Rajasthan-324009do hereby that the content in para No.01 to 04 of my above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Kota on this 17.4.25

Deponent

कुशल कुमार को
सचिव
कोटा विकास प्राधिक

ATTESTED
21/4/2025
NARENDRA SHARMA
Notary (Central) Public Dadabari KOTA (Raj.)

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार
आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क)- 10% रूपये 5
गाय और उसकी नस्ल के संरक्षण और संवर्धन एवं आपदा प्रबंधन (धारा 3-ख)- 20% रूपये 10
नाम मुद्रांक विक्रेता का नाम- राजेन्द्र सुमन / कुल योग 15
विक्रय स्थान- रामपुरा रोड़ कोटा
लाइसेन्स नं.- 60/2001
क्रम सं. 1008 दि. 26/03/25 रकम 50

50/-

पिता / पति संकेटरी कोर्ट
निवासी विकास प्राधिकरण कोर्ट
प्रयोजन प्रवेश
हस्ते की दशा

ह. मुद्रांक विक्रेता

ह. मुद्रांक विक्रेता

**DFA**

# कोटा विकास प्राधिकरण, कोटा

क्रमांकः– एफ11/लॉटरी/2025–26/ दिनांकः–..... /...../

## –::– आवंटन-पत्र –::–

Mr./Miss./Mrs. ..... S/O/ D/O/W/o .....

पता :– ..... ..... ..... ..... ..... .....

**विषय :– नन्दगाँव आवासीय एवं व्यावसायिक योजना में भूखण्ड संख्या ..... के आवंटन बाबत्।**

**संदर्भ :– आपका आवेदन पत्र क्रमांक ..... के संदर्भ मे।**

महोदय/महोदया,

**कोटा विकास प्राधिकरण** की उक्त योजना में आरक्षित विक्रय दर **1210/-** प्रति वर्गफीट पर **आवासीय भूखण्ड** आवंटन पर हार्दिक बधाई। आपको **भूखण्ड संख्या .....** निम्नांकित नियम एवं शर्तो पर आवंटित किया जाता है :–

1. कोटा विकास प्राधिकरण अधिनियम 2023 एवं नगरीय भूमि निष्पादन नियम 1974 [Rajasthan Improvement Trust (Disposal of Land) Rules] तथा समय–समय पर बनाये गये नियमों/उपनियमों तथा प्रचलित प्राधिकरण निर्णयों के तहत 99 वर्षीय पट्टेदारी के आधार पर भूखण्ड आवंटित किया गया है।

2. भूखण्ड की कीमत एवं क्षेत्रफल निम्न प्रकार है :–

| भूखण्ड संख्या | श्रेणी | भूखण्ड का माप व क्षेत्रफल | कीमत रूपये में (विक्रय दर 1210/- का 50%) | कॉर्नर चार्ज (10%) | कुल देय राशि (मय साईट प्लान शुल्क 200/-) |
|---|---|---|---|---|---|
| | EWS | 4.5 X 9 = 40.5 व.मी. 435.78 वर्ग फीट | | | |

(3) आप द्वारा उक्त भूखण्ड के पेटे जमा पंजीयन राशि रू. ----------/- को समायोजित करते हुए शेष देय राशि ---------- /- का भुगतान आवंटन पत्र जारी होने की दिनांक से 30 दिवस तक **RTGS/NEFT** से **प्राधिकरण** कोटा के **पंजाब नेशनल बैंक, बैंक खाता संख्या 1134102900000047 IFSC Code PUNB0113410** में जमा करवाकर **UTR नंबर व दिनांक** का उल्लेख करते हुए कार्यालय को सूचित करना होगा। चैक/ डी.डी. **"सचिव, कोटा विकास प्राधिकरण, कोटा "** के नाम देय होगा। चैक के माध्यम से भुगतान करने पर किसी भी कारण सें चैक रिटर्न/अनादरित होने पर देरी से भुगतान की स्थिति में लगने वाले ब्याज के लिए आवंटी स्वयं जिम्मेदार होगा।

4. **आवंटन पत्र जारी होने के 30 दिवस में देय राशि जमा नहीं होने की स्थिति में 31वें दिवस से आगामी 60 दिवस तक (आवंटन तिथि से कुल 90 दिवस तक ) देय राशि मय 9 प्रतिशत वार्षिक ब्याज सहित जमा की जा सकेगी।**

5. **यदि आवंटन की दिनांक से 90 दिवस तक सम्पूर्ण राशि का मय ब्याज भुगतान नहीं किया जाता है तो भूखण्ड का आवंटन स्वतः निरस्त माना जायेगा।**

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6. नगरीय कर की राशि आरक्षित दर रूपये **( 13000 + 10%)** प्रति वर्गमीटर से **2.5%** राशि प्रतिवर्ष जो वित्तीय वर्ष के अंतर्गत (1 अप्रैल से पूर्व) जमा करना होगा। यह राशि प्रथम पांच वर्षो में आधी ( 1.25%) ली जावेगी। प्रत्येक 15 वर्ष के पश्चात् एवं प्रत्येक हस्तांतरण पर नगरीय कर की राशि 25 प्रतिशत की वृद्धि होगी। अगर आवंटी चाहे तो बकाया नगरीय कर (यदि कोई हो) तथा एकमुश्त नगरीय कर अर्थात् आठ गुना राशि जमा करवा सकते हैं। तत्पश्चात् 99 वर्ष तक कोई लीज जमा नही करवानी होगी।
7. भूखण्ड आवंटन उपरांत आवंटी को पट्टा विलेख जारी कराने एवं पट्टा विलेख का पंजीयन करवाने के उपरांत भूखण्ड का भौतिक कब्जा प्राप्त करने तथा बकाया देय राशि (यदि कोई हो) जमा कराने पर प्राधिकरण से स्वीकृति प्राप्त कर भूखण्ड का हस्तांतरण अर्थात् विक्रय किया जा सकता है।
8. भूखण्ड आवंटन से 7 वर्ष के अन्दर नियमानुसार भूखण्ड पर भवन निर्माण कार्य करना आवश्यक होगा, अन्यथा भूखण्ड का आवंटन निरस्त हो जावेगा। भूखण्ड पर भवन निर्माण के लिये प्राधिकरण से स्वीकृति प्राप्त करनी होगी।
9. भूखण्ड पर निर्माण से पूर्व कोटा विकास प्राधिकरण, कोटा से नियमानुसार निर्माण स्वीकृति प्राप्त करनी होगी।
10. आवंटित भूखण्ड का हस्तांतरण आवंटन तिथि से 5 वर्ष तक प्रचलित आरक्षित दर की 10 प्रतिशत शास्ति लेकर तथा 5 वर्ष पश्चात् 10 वर्ष तक प्रचलित आरक्षित दर की 5 प्रतिशत शास्ति जमा कर नियमानुसार विक्रय की अनुमति प्रदान की जा सकेगी।
11. हस्तांतरण से पूर्व प्राधिकरण से नियमानुसार विक्रय स्वीकृति प्राप्त की जानी होगी।
12. भूखण्ड **आवासीय** उपयोग में लिया जावेगा तथा बिना प्राधिकरण स्वीकृति के कोई परिवर्तन नही किया जावेगा। ऐसा करने पर आवंटन निरस्त माना जावेगा।
13. आवंटी द्वारा प्रस्तुत की गई सूचनाओं में कोई तथ्य छुपाये जाने अथवा नियमों के विरूद्ध पाये जाने पर आवंटन निरस्त किया जा सकेगा तथा जमा राशि जब्त कर नियमानुसार कार्यवाही की जावेगी।
14. भूखण्ड की संपूर्ण राशि जमा होने के पश्चात् आवंटी को स्वयं के खर्चे पर लीज डीड करवानी होगी तत्पश्चात् ही भूखण्ड का कब्जा पत्र जारी किया जावेगा। भूखण्ड का कब्जा प्राधिकरण के कनिष्ठ अभियंता द्वारा मौके पर दिया जावेगा। आवंटी को भौतिक कब्जा लेने हेतु स्वयं प्राधिकरण के कनिष्ठ अभियंता से संपर्क करना होगा। कब्जा पत्र जारी होने से 15 दिवस में यदि आवंटी द्वारा भौतिक कब्जा नही लिया गया तो स्वतः ही कब्जा लिया हुआ माना जावेगा एवं भूखण्ड के संबंध में समस्त जिम्मेदारी आवंटी की होगी।
15. भूखण्ड का माप भौतिक कब्जा देते समय कम/ज्यादा हो सकती है, ऐसी स्थिति में अधिक भूमि की अतिरिक्त राशि आवंटी को अलग से नियमानुसार जमा करवानी होगी।
16. संपूर्ण राशि जमा होने पर 12 माह के अन्दर पंजीयन (रजिस्ट्री) नहीं कराने पर प्राधिकरण द्वारा नियमानुसार शास्ति (पेनल्टी) आरोपित की जायेगी।
17. शेष शर्ते राजस्थान (नगरीय भूमि निष्पादन) नियम 1974 के अनुसार मान्य होगी तथा राज्य सरकार एवं प्राधिकरण द्वारा समय–समय पर जारी किए नियम/संशोधन आवंटी पर लागू होंगे।
18. **किसी भी विवाद का न्याय क्षेत्र, कोटा शहर होगा।**

**नोट :- एकमुश्त नगरीय कर की राशि ( 8 वर्ष ) के साथ 2 वर्ष की अतिरिक्त लीज राशि जमा करने पर भूखण्ड का फ्री-होल्ड पट्टा जारी कर दिया जायेगा।**

सचिव
नगर विकास न्यास कोटा

सचिव
कोटा विकास प्राधिकरण,कोटा



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## Agreement for Sale

| Affix Color photograph of Allottee/ First Allottee with signature across the photograph | Affix Color photograph of the authorized signatory of Authority 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 Kota

By and Between

KOTA DEVELOPMENT AUTHORITY a GOVERNMENT BODY incorporated under the provisions of the Kota Development Authority Act, 2023and having its registered office at CAD Circle Kota Rajasthan-324009and its PAN is AAAJK2043D,representedby its authorized signatory……..(Aadhar No. ……) authorized vide board resolution dated ……hereinafter referred to as the "Development Authority" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONEPART.

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 OTHER PART.

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 OTHER PART.

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

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

or

*[if the allottee is HUF]*

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

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

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

**INTERPRETATIONS/ DEFINITIONS:**

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

(a) "Act" means the Real Estate (Regulation and Development) Act,2016;
(b) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
(c) "Para" means a Para of this Agreement;
(d) "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;
(e) "Regulation" means the Regulation made under the Act;
(f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
(g) "Schedule" means the Schedule attached to this Agreement and
(h) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Kota Development Authority Act, 2023 (Act No. 22 of 2023)orinany other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

**WHEREAS THE DEVELOPMENT AUTHORITY DECLARES THAT,-**

A. The Development Authority is in lawful possession of the land situated at Khasra No. 413, 414 Village, Badgaon Tehsil-Ladpura District-Kota Rajasthanwith a total area admeasuring of 22800Sq Mtrs(hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. The Development Authority has a legal title to the Land with legally valid documents and is lawful owner of the land.

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कोटा विकास प्राधिकरण, कोटा

C. the said land is earmarked for the purpose of plotted development of a Residential Project/Commercial/Group Housing Plots, comprising……plots and the said project shall be known as "**Nandgaon Residential and Commercial Yojna**" ("Project")

D. the Development Authority is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Development Authority regarding the said land on which Project is to be constructed have been completed.

E. The Development Authority Committee has granted the commencement certificate to develop the Project vide its approval number……..Dated 27-02-2025;

F. the Land is free from allen cum brances.

G. the Development Authority has conceived, planned and is in the process of constructing and developing a real estate project known as **"Nandgaon Residential and Commercial Yojna"**(hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Landadmeasuring22800squaremeterssituatedatKhasra No. 413, 414 Village, Badgaon Tehsil-Ladpura District-Kota Rajasthan and latitude & longitude of the end points of the Project are ……respectively. The location details are fully described in the Schedule-I.

H. the Project has been registered with the Real Estate Regulatory Authority on ……(date) and the Project Registration Certificate No. is …… .Thisregistrationisvalidforaperiodof…….yearscommencingfrom……..and ending with…… unless extended by the Authority. The details of the Authority and Project are also available in the website (www… ) of the Authority.

I. the layout plan/ site plan of the Project has been sanctioned vide No……Date27-02-2025in Development Authority Committee Meeting, KDA KOTA(competent authority), and copy of which is enclosed as Schedule-2.

J. The Development Authority 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;

K. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, and other internal development works proposed to be provided in the Project are as under:- As per Schedule-4

L. The details of other external development works to be taken for the Project areas under:-As per Schedule-4

M. The details of specifications of material used in construction are as under:-

……

……

……

……

N. 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:-

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

O. temporary fire NOC for the Project has been accorded by the.....vide No..... dated.....**NOT APPLICABLE**

P. the Airport Authority of India has also granted NOC for height clearance for the Project vide No.....date.....**NOT APPLICABLE**

Q. Environmental Clearance from the department concerned has been obtained or the Project. **NOT APPLICABLE**

R. Public Health & Engineering Department has also given NOC for developing the Project. **NOT APPLICABLE**

S. the Authority has opened a separate account in Branch ..... for the purpose as provided in sub- clause (D) of clause (l) of sub-section (2) of section 4

| Account Name | Account No. | IFSC Code |
|---|---|---|
| Retention Account | 1134102900000056 | PUNB0113410 |
| Collection Account | 1134102900000047 | PUNB0113410 |

T. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Development Authority and/or on visiting the model of the Plot, has applied for allotment vide lottery/auction and to purchase/take on lease a Plot (hereinafter referred to as the 'Unit') in the Project .The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/amount including application fee (not being more than 10% of the cost of the plot 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.

U. The Allottee has been allotted a plot in the Project vide Lottery/Auction No..... dated.....and has been allotted plot no.....having area of .....square meters(hereinafter referred to as the "Plot" more particularly described in Schedule-3.

V. 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.

W. 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 here in after;

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X. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Development Authority hereby agrees to lease and the Allottee hereby agrees to purchase/take on lease the Plot and as specified in paraU.

**NOWTHISAGREEMENTWITNESSETHANDTHEPARTIESHERETOMUTU ALLYAGREEONFOLLOWINGTERMSANDCONDITIONS,NAMELY:-**

**1. TERMS:**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Development Authority here by agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot as specified in para'W'

1.2 The Total Price for the Plot based on the areais Rs. .....(inwordsRupees.....only)(**"TotalPrice"**) (Givebreak-upanddescription):

And(if/as applicable)

| | |
|---|---|
| Plot No.....<br>Type.....<br>Location..... | Rate of Plot per square feet* |
| Total price(in Rupees) | ---------- |

* Explanation:

(i) The Total Price above includes the booking amounts of Rs..... (Rupees... .....)paid by the allottee to the Promoter to ward the Plotas mentionedin Para'W'.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way ofValue Added Tax, Service Tax and Cess or any other similartaxeswhichmaybelevied,inconnectionwiththeconstructionoftheProjectpayable by the Promoter, by whatevername called) upto the date of the handingover the possession of the Plot to the allottee and the Project to theMaintenance Society or the competent authority, as the case may be, after obtainingthecompletioncertificate:

Providedthatincasethereisanychange/modificationinthetaxes,thesubsequent amount payable by the Allottee(s) to the Promoter shall be increased/reducedbasedonsuchchange/modification:

Provided further that if there is any increase in the taxes after the expiry of thescheduledateofcompletionoftheProjectasperregistrationwiththeAuthority,

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which shall include the extension of registration, if any, granted to the said ProjectbytheAuthority,aspertheAct,thesameshallnotbechargedfromtheAllottee;

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable asstatedin(i)aboveandtheAllottee(s)shallmakepaymentdemandedbythePromoterwithi nthetimeandinthemannerspecifiedtherein.Inaddition,thePromoter shall provide to the Allottee(s) the details of the taxes paid or demandedalongwiththeActs/rules/notificationstogetherwithdatesfromwhichsuchtaxe s/levies etc.havebeenimposedorbecomeeffective;

(iv) The Total Price of Plot includes price of land, construction of, not onlythe Plot but also, the common areas, internal development charges, externaldevelopment charges, taxes, cost of providing electric wiring, electrical connectivityin the common areas,maintenance charges as per Terms No.11 etc. and includes cost for providing allother facilities, amenities andspecification to be providedwithinthe PlotandtheProject.

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 tothe competent authority and/or any other increase in charges which may be levied orimposed by the competent authority, from time to time. The Promoter undertakesandagreesthatwhileraisingademandontheAllottee(s)forincreaseindevelop mentcharges,cost/chargesimposedbythecompetentauthorities,thePromoter shall enclose the said notification/ order/ rules/ regulations to that effectalong with the demand letter being issued to the Allottee(s), which shall only beapplicableon subsequentpayments:

Provided that if there is any new imposition or increase of any developmentcharges after the expiry of the scheduled date of completion of the project as perregistration with the Authority, which shall include the extension of registration,
ifany,grantedtothesaidprojectbytheAuthority,aspertheAct,thesameshallnotbecharged fromtheAllottee.

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/bookingamountfromtheAllottee(s)asumofRs...../-(Rupees..... only) (not being more than 10% of the total cost of the Unit as provided in sub-section(1)ofsection13)outofthetotalpriceofRs.....andtheAllottees(s)agreesa ndundertakestopay thebalanceamountofRs..... ofthetotalpricestrictlyinaccordancewiththepaymentplangivenbelow:-

| Stage ofdevelopme ntworks& | Percentageofthe Total Price ascalculatedunde r | Installment Amount inRs. | Periodwithinw hich theinstallment |
|---|---|---|---|

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| completion of theUnit (with detailsofworks) | Term&Condition No.1.2 | | amountistobep aid by theAllottee |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

1.5 The Promotermay allow, in its sole discretion, a rebate for early payments ofinstallmentspayablebytheAllottee(s)bydiscountingsuchearlypayments@ % per annum for the period by which the respective installment has beenpreponed. The provision for allowing rebate and such rate of rebate shall not besubjecttoanyrevision/withdrawal,oncegrantedtoanAllottee(s)bythePromoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration in thesanctioned plans, layout plans and specifications and the nature of fixtures, fittingsand amenities described herein at Schedule '5' and Schedule '6' (which shall be inconformity with the advertisement, prospectus etc., on the basis of which sale iseffected) in respect ofthe Plot without the previous written consent oftheAllottee(s)aspertheprovisionsoftheAct:

Provided that the Promotermay make suchminor additionsor alterations asmay be required by the Allottee(s), or such minor changes or alterations as per theprovisions oftheAct.

1.7 *(Applicable in case of Apartment)* The Promoter shallconfirm to the final carpet areasthathasbeenallottedtheAllotteeafterinconstructionofthebuildingiscompleteand the occupancy certificate the granted by the competent authority, by furnishingdetails of the charges, if any in the carpet area. The Total Price payable for the carpetarea shall be recalculated upon confirmation by the Promoter. If the there is reductionin the carpet area than the Promoter shall refund the excess money paid by Allotteewithin 45 days with interest from the date when such an excess amount was paid bythe Allottee. If there is any increase in the carpet area, which is not more than threepercent ofthe carpetarea ofthe Apartment,allotted tothe Allottee, the Promotermay demand that from the Allottee as per the next milestone of the Payment Plan asprovided in this Agreement. All these monetary adjustments shall be made at thesameratepersquarefeetasagreedinTermNo.1.2 above Not Applicable.

1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shallhavetherighttothePlotasmentionedbelow:

(i) TheAllottee(s)shallhaveexclusive ownershipof thePlot;

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(ii) The Allottee(s) shall also have undivided proportionate ownership and share inthecommonareas.Sincetheshare/interestofAllottee(s)inthecommonareasis indivisible and cannot be divided or separated, the Allottee(s) shall use thecommon areas, along with other occupants and maintenance staff etc., withoutcausing any inconvenience or hindrance to them. It is clarified that the PromotershallhandoverthecommonareastotheMaintenanceSocietyafterdulyobtaining the completion certificate from the competent authority as provided intheAct;

(iii) That the computation of the price of the Plot includes recovery ofprice of land, construction of, not only the but also, the commonareas, internal development charges, external development charges, taxes, costof providing electric wiring, electrical connectivity inthecommonareas,maintenancechargesasperTermNo.11etc.andincludescostfor providingallotherfacilities, amenities and specification to be provided within the Plotandthe Project;

(iv) The Allotteehas the right to visit the Project site to assess the extent ofdevelopmentoftheProjectandhisPlot.

1.9 It is made clear by the Promoter and the Allottee agrees that the Plotalongwith garage/coveredparkingshallbetreatedasasingleindivisible unit for all purposes. It is agreed that the Project is an independent, self-containedProject covering the said Land and is not a part of any other project or zone and shallnot form a part of and/or linked/ combined with any other project in its vicinity orotherwise accept for the purpose of integration of infrastructure for the benefit of theAllottee. It is clarified that Project's facilitiesand amenitiesshall be availableonlyforuseandenjoymentoftheAllottee(s)oftheProject.

1.10 ThePromoteragreestopay alloutgoings/duesbeforetransferringthephysicalpossessionofthePlottotheAllottee(s)whichithascollectedfromtheAllottee(s), for the payment ofoutgoings/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 suchother 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 theoutgoings/ duescollected by it from the Allottee(s) or any liability,mortgage loanandinterestthereonbeforetransferringthePlottotheAllottee(s),thePromoter agrees to be liable, even after the transfer of the property, to pay suchoutgoings/duesandpenalcharges,ifany,totheauthorityorpersontowhomtheyare payable and be liable for the cost of any legal proceedings which may be takenthereforebysuchauthorityorperson.

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1.11 The Allottee has paid a some of Rs.---------- (Rupees---------- only) as bookingamount being part payment towards the Total Price of the Plot at the timeofapplicationthereceiptofwhichthePromoterherebyacknowledgesandtheAllottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by thePromoterwithinthetimeandmannerspecifiedtherein.

Provided that if the Allottee(s) delays in payment towards any amount which ispayable, he shall be liable to pay interest at the rate prescribed in the Rules. Theobligations of the Allottee(s) to pay the amount and the liability towards interest asaforesaid may be reduced when mutually agreed to between the Promoter and theAllottee(s).

## 2- MODE OFPAYMENT:

Subject to the terms of the agreement and the Development Authority abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Development Authority, 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 **Collection Account 1134102900000047 IFSC Code PUNB0113410 of Punjab National Bank UIT Kota Branch**

## 3- COMPLIANCE OF LAWS RELATING TOREMITTANCES:

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 Development Authority with such permission, approval which would enable the Development Authority 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 totime.

3.2 The Development Authority accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Development Authority fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Development Authority's immediately and comply withnecessaryformalitiesifany,undertheapplicablelaws.TheDevelopment Authorityshallnotbe 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 Plot apply for herein in any way and the Development Authority shall be issuing the payment receipts in favor of the Allottee only.

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**4- ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Development Authority to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of theAllottee against the Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Development Authority to adjust his payments in anymanner.

**5- TIME IS ESSENCE:**

The Development Authority 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 Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case maybe.

**6- CONSTRUCTION OF THEPROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot 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 Development Authority. The Development Authority 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 Development Authority 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 Development Authority shall constitute a material breach of thisAgreement.

**7- POSSESSION OF THE PLOT:**

7.1 **Schedule for possession of the said Plot** – The Development Authority agrees and understands that timely delivery of possession of the Plot 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 Development Authority assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in placeon ...15-02-2028.. unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Development Authorityshallbe entitled to the extension of time for delivery of possession of the Plot, 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 Development Authority to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Development Authority shall refund to the Allottee(s) the entire amount received by the Development Authority from the Allottee with interest within forty-five days from that date. The Development Authority 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 Development Authorityand the Development Authority shall be released and discharged from all its obligations and liabilities under this Agreement.

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7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Plot, 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 Plot, 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 Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to theMaintenance 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 MaintenanceSociety or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 **Cancellation by Allottee**– The Allottee(s) shall have the right tocancel/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 Plot (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 remedyavailable, to return the

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total amount received by him in respect of the Plot, 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 Alloottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of dealy, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

**8- REPRESENTATIONS AND WARRANTIES OF THE DEVELOPMENT AUTHORITY:**

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

(i) The Development Authority has absolute, clear and marketable title with respect to the said Landand the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for theProject;

(ii) The Development Authority has lawful rights and requisite approvals from the competentauthorities to carry out development of theProject;There are no encumbrances upon the said Land or theProject;

(iii) There are no litigations pending before any Court of law or Authority with respect to the said Land at the date of Allotment.

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Authority has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and commonareas;

(v) The Development Authority 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 beaffected;

(vi) The Development Authority 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 thisAgreement;

(vii)The Development Authority confirms that the Development Authority is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Development Authority shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).

(ix) The Development Authority 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;

(x) 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 Development Authority in respect of the said Land and/or theProject.

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## 9- EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Development Authority fails to provide ready to move in possession of the Plot 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 Plot 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 competentauthority;

(ii) Discontinuance of the Development Authority'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 madethereunder.

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

(i) Stop making further payments to the Development Authority as demanded by the Development Authority. If the Allottee(s) stops making payments, the Development Authority shall correct the situation by completing the 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 Development Authority shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase/taking on the lease of the Plot, along with interest within forty-five days of receiving the terminationnotice:

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

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

(i) In case the Allottee(s) fails to make payments for ---------- consecutive demands made by the Development Authority 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 Development Authority on the unpaidamount.

(ii) In case of default by Allottee under the conditions listed above continues for a periodbeyond ---------- consecutive months after notice from the Development Authorityinthis regard, the Development Authority may cancel the allotment of the Plot 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 Development Authority shall intimate the Allottee about such termination at least thirty days prior to such termination.

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**10- CONVEYANCE OF THE SAID PLOT:**

The Development Authority, on receipt of Total Price of the Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a Lease deed/conveyance deed and convey the title of the Plot as per The Rajasthan Improvement Development Authority (Disposal of Urban Land) Rules, 1974.

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 Development Authority to withhold registration of the Lease deed/conveyance deed in his/her favour till payment of stamp duty and registration charges to the Authority is made by theAllottee(s), Allottee also liable to penalty for non-submitting the Registered Lease Deed to Development Authority within time.

**11- MAINTENANCE OF THE SAID PROJECT:**

The Development Authority shall be responsible for providing and maintaining the essential services in the Project, till the handing over of the Project/Services to Nagar Nigam, Kota.

**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 Development Authority as per this Agreement relating to such development is brought to the notice of the Development Authority within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Development Authority to rectify such defects without further charge, within thirty days, and in the event of Development Authority'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- GENRAL COMPLIANCE WITH RESPECT TO THE PLOT:**

The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot 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 Plot, which may be in violation of any laws or rules of any authority.

**14- COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BYPARTIES:**

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

**15- DEVELOPMENT AUTHORITY SHALL NOT MORTGAGE OR CREATE ACHARGE:**

After the Development Authority executes this Agreement he shall not mortgage or create a charge on the said Plot 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 Plot.

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**16- BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Development Authority does not create a binding obligation on the part of the Development Authority 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-Registrar) as and when intimated by the Development Authority. If the Allottee(s) fails to execute and deliver to the Development Authority 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 Development Authority, then the Development Authority 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.

**17- ENTIRE AGREEMENT:**

This Agreement, along with its schedules, 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 Plot, as the case may be.

**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 Plot 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 Plot.

**18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:**

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

**19- PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENTALLOTTEES:**

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

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**20- WAIVER NOT A LIMITATION TO ENFORCE:**

20.1 The Development Authority 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 Development Authority in the case of one allottee shall not be construed to be a precedent and /or binding on the Authority to exercise such discretion in the case of otherallottees.

20.2 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 everyprovision.

**21- 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 the 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.

**22- METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT:**

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 Plot bears to the total carpet area of all the Plots in theProject.

**23- FURTHERASSURANCES:**

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.

**24- PLACE OF EXECUTION:**

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

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25- **NOTICES:**

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

| KOTA DEVELOPMENT AUTHORITY | Allottee(s) name |
|---|---|
| CAD CIRCLE, KOTA, RAJASTHAN-324009 | Address…….. |

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 Development Authority or the Allottee(s), as the case maybe.

26- **JOINTALLOTTEE:**

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

27- **SAVINGS:**

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

28- **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

29- **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 theAct.

(Note:- "Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the rules and regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the project

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the rules and regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof".)

**30- OTHER TERMS AND CONDITIONS :**

1. The plot is allotted on Lease hold basis for a period of 99 years.

2. (a) Lessee/purchaser is required to deposit Rs.....(in words.....) as Urban assessment amount with Development Authorityor any other place as specified by State Government from time to time, in respect of the said plot on the 31st march every year. If the amount for urban settlement is not deposited on the duedate, interest has to be served according to the rules.

(b) As per the instructions issued by State Government from time-to-time, the amount for urban assessment can be deposited in lump sum. If the amount for urban assessment for full yearly assessment 8 years is deposited one time in advance at the rate of.....per square metre per year, the liability of urban settlement will cease to exist in future. It has to be sure on that there should not be any outstanding amount towards urban assessmentagainst allottee on the date on which such one-time amount is deposited.

(c) The prescribed amount for urban assessment is subject to an increase of 25% after completion of every 15 years and in case of every transfer. The duration of 15 years will be counted from the date of issue of possession certificate.

3. The use of plot will not be permitted other than the specified purpose.

4. In case of sale of plot by allottee the buyer will be eligible for name transfer as per the Rajasthan Improvement Development Authority (Disposal of Urban Land) Rules 1974.

5. Construction is to be done within 5 year from the date of allotment/in case of Auction Construction Period in 3 years on the sold/leased on plot in accordance to prevailing State Government directionsand as per Rajasthan Improvement Development Authority (Disposal of Urban Land) Rules 1974. In case construction is not done.....construction roundlywill be payable as per rules, and as per the instructions of State Government issued time to time. If construction is not done within 5 years, the allotment of the plot will be cancelled. Thereafter, the plot will be the property of Development Authority.

6. Lessee/purchaser will not divide/reorganize the plot without the consent of Development Authority.

7. Lessee/purchaser will follow the conditions of allotment letter and lease deed. If Any

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कोटा विकास प्राधिकरण, कोटा

condition is violated then the plot and building on the said plot if any, will be Acquired without any compensation and allottee/buyer will not be entitled for Allotment of any plot in future.

8. Lessee/purchaser will not use the said plot or will not give permission to any Other person to use the said plot or building on said plot or both for the purpose Which are inconsistence to the conditions or without the written permission of Development Authority Lessee/purchaser will follow the conditions of lease deed and conditions of The Rajasthan Improvement Development Authority (Disposal of Urban Land) Rules, 1974. If any Condition is violated, then the said plot and building of said plot if any will be Acquired without any compensation. New purchaser will also be bound to follow the entire set of conditions.

9. There is no cases pending in any court in respect of this project. In case of Anylitigation arises in .....court, .Development Authority will not been Liable for it and action will be taken as per the direction of the court.

10. In future, if there is any dispute in relation to the area of the plot then the Development Authoritywill allot a plot of same size in the same project of elsewhere. Otherwise the amount paid by the allottee will be refunded to them without Interest.

11. Possession of the plot will be given just after the payment is being made in respect of the plot and after Lease deed is executed. Therefore complete payment should be made in accordance with the terms and conditions set out in the Allotment Letter.

12. The Development Authority and the allottee agree to the terms and conditions set out in Application Form, Auction Letter, Allotment Letter, Lease Deed and Possession Letter.

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

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

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

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**Signed and delivered by the within named Development Authority in the presence of witnesses at Kota on ……..**

| |
|---|
| DEVELOPMENT AUTHORITY<br>For and on behalf of KOTA DEVELOPMENT AUTHORITY |
| Name |
| Signature |
| Designation |

| WITNESSES |
|---|
| 1- Signature |
| Name |
| Address |
| 2- Signature |
| Name |
| Address |

**SCHEDULE-1**

**(Details of land holdings of the Development Authorityand location of the Project)**

| Name of Revenue village and Tehsil | Khasra No. | Area (in sq. meters) |
|---|---|---|
| Badgaon Tehsil-Ladpura District-Kota | 413, 414 | |
| | | |
| | Total Area | 22800 Sq. Mtrs |

or

| Name of Scheme/Colony and City | Plot No. | Area (in meters) |
|---|---|---|
| | | |
| | | |
| | | |

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

In South.....

In East.....

In West .....

And measuring

North to South .....

East to West .....

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

In North.....

In South.....

In East.....

In West .....

4. Other details of the location of the Project 5-

Location Map

**SCHEDULE-2**

**(Lay-out Plan of the Project)**

**SCHEDULE-3**

**(Description of Plot)**

**SCHEDULE-4**

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

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## SCHEDULE-5

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

## SCHEDULE-6

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

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

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