

S K CONSULTANT

Proprietor : Mahendra K Kothari B. Tech. (Civil) M. : 941-1165525
(Chartered Engineer & Approved Valuer)

SHOP :

Jewel Paradise
233, Bapu Bazar, Udaipur
Ph. : 0294-2424128

FORMAT AS GIVEN TO RERA

RESL :

A-301, Galaxy Apartment
Fatehpura, Udaipur
Ph. : 0294-2450459

ALLOTMENT LETTER

Date :

First applicant

Co-applicant

Mr. -----

Dear Sir/ Madom,

This is in response to your application dated ----- for allotment. We are pleased to inform that you have been provisionally allotted flat no ----- on ----- floor admeasuring ----- sq.ft. (Carpet area) in Sugandh Apartment situated at Plot no. 01, Khasara no. 1509 min, 1512 ,Mali Colony, Opposite Vinayak Vatika, Udaipur.

The provisional allotment of the apartment is subjected to terms and conditions as contained in application form and as per agreement to sale of flat and shall prevail over all the terms and conditions given in sale deed at the time of registration of sale deed of flat.

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

Place : Udaipur

Signature

For: S K Consultant
M. Kothari
Proprietor

DRAFT OF SALE AGREEMENT

AGREEMENT FOR SALE

Photo of first
Allottee with
Signature

Photo of
Promotor
with signature

This agreement made on ----- between **S K Consultant** Proprietorship firm through proprietor **Shri Mahendra Kothari** (Aadhar No. 8117 2787 2759) s/o Late Shri Surat ramji Kothari aged 50 years, PAN NO. ABQPK9057N, having its R/O at A-301, Galaxy Flat, Fatehpura, Udaipur 313001 Hereinafter called as "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include its heir, executors, administrators, and assignees) of the ONE PART.

AND

Mr. / Mrs./ Ms----- s/d/w of Mr. -----, aged ---- years resident of --
----- (Aadhar no. -----) (Pan no., -----)
hereinafter singly/ jointly called as "Allottee(s)" (which expression shall, unless it be repugnant to the context or meaning thereof shall mean his heirs, executors, administrators) of the OTHER PART.

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

For: **S K Consultant**
Shri Mahendra Kothari
Proprietor

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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) "Built-up area" means the sum of area of the Flat or Shop. It shall include area encompassed within the walls of Flat or Shop, all balconies/ Verandahs, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (d) "Para" means a Para of this Agreement;
- (e) "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;
- (f) "Regulation" means the Regulation made under the Act;
- (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (h) "Schedule" means the Schedule attached to this agreement; and
- (i) "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 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,-

- A. the Promoter is in lawful possession of the land khasara No. 1509 MIN, 1512 of revenue village Udaipur city situated in Tehsil Girva Udaipur District Udaipur. with a total area admeasuring of 1002.41 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from Shri Chunnilal Mutbana s/o Shri Chagan Lalji Nagda vide Sale Deed dated 19/04/2005. The said Sale Deed is registered in the office of Sub-registrar, Udaipur-II at Book No 1, Volume No 133, Page No 186, Registration No 2005003609 on dated 19/04/2005. After that Udaipur Improvement Trust has allotted Allotment letter no. Land allotment/ Regulization/ U I T/ 2009/ 1113 dated 20.08.09. By submitting the amount demanded for legalization & onetime lease again The Udaipur Improvement Trust has allotted the Patta Vilekh for residential purpose on lease on dated 10.09.09 in favor of Mr. Mahendra Kothari in

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respect of the said property. The Patta Vilekh for residential purpose on lease also registered in the office of Sub-registrar, Udaipur-II at Book No 1, Volume No 370, Page No 193, and Registration No 2009007596 on dated 09/10/2009,

- C. the said land is earmarked for the purpose of group housing project/ residential, comprising of multistoried building and the said project shall be known as "SUGANDH APARTMENT".
- D. 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.
- E. the Udaipur Improvement Trust, Udaipur vide letter No B-Plan/ U I T/ 2010/ 6091 dated 16/03/2010 and letter no. F7() B-PLAN/MISC./2011 384 dated 04/02/2013 has approved the maps for constructing flats and the shops on the above mentioned plot No 1. The Promoter has made correction in plan which already has been constructed and applied for seventh floor and those corrections to UIT Udaipur for necessary approval and shall construct seventh floor as per applicable laws.
- F. the Land is free from all encumbrances except that mortgage without possession/ simple mortgage of flat no 01 and flat no 104 shall be/ has been done to OBC Bank for the cc/od limit provided by the bank .
- G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'SUGANDH APARTMENT' , (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Flats/ Shops/ buildings 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 Land admeasuring 1002.41 square meters situated at khasara No. 1509 MIN, 1512 of revenue village Udaipur city situated in Tehsil Girva Udaipur District Udaipur and latitude & longitude of the end points of the Project are as described below:

Corner	Longitude	Latitude
North west	24 degree 34' 19.32" N	73 degree 42' 37.00" E
North east	24 degree 34' 37.68" N	73 degree 42' 37.68" E
South east	24 degree 34' 17.89" N	73 degree 42' 37.38" E
South west	24 degree 34' 18.02" N	73 degree 42' 36.49" E

Approximate respectively. The location details are fully described in the Schedule-I.

For: S K Consultant

Signature
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- H. the Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter 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..... dt..... by the (UIT Udaipur), and copy of which is enclosed as Schedule-2.
- J. approval of specifications of the Project and permission of building construction upto.....meters height (.....floor) under the relevant legal provisions has been accorded vide No..... date..... by the (UIT Udaipur). The specifications of the Project are as under :-

.....
.....

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;

- K. the details of Floor plan of the Flat/ Shop No.....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, emergency evacuation services, etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

.....
.....
.....

- M. the details of salient features of the proposed Project including access to the project, design for electric supply , water supply arrangements and disposal of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

.....
.....
.....

- N. the details of other external development works to be taken for the Project are as under :-

.....
.....
.....

For: S K Consultant

M. K. Khatun
Proprietor

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O. the details of specifications of material used in construction are as under :-

- Vitrified Tile/ Marble flooring except in toilet where ceramic tile (1'x1') flooring is provided
- Aluminum section glazed windows with M. S. grill.
- Sundlaw at interior wall with paint.
- Granite top kitchen platform with stainless steel sink.
- Durable doors with Stone/ wood Chokhets.
- Telephone point in living rooms.
- Light points without fixtures
Drawing: - Fan, tube, lamp, plug Bedroom: - Fan, tube, night lamp, plug
Kitchen: - Fan, tube, lamp, plug Dining: - Fan, tube, lamp, plug
Toilet: - Lamp, plug Balcony: - Lamp, plug
- Electric point in Master Bedroom (One room only) for provision for Air conditioner.

P. 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 abovementioned internal/external development works is as under:-

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

Q. temporary fire NOC for the Project has been accorded by the.....vide
No..... dated.....

R. the Promoter has opened a separate account in Branch Fatehpura of Oriental Bank of Commerce Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

S. the Allottee(s), being aware of the Project and details given by the Promoter and/or on visiting the model of the Flat/ Building, has applied for allotment and to purchase a Flat / shop in 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 Flat/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.

For: S K Consultant

Rafiq Khan
Proprietor

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- T. the Allottee has applied for an Flat/ Shop in the Project vide application no. dated and has been allotted Flat / Shop no. having carpet area of square feet, type, on floor in building along with Open/covered parking no. admeasuring square feet in the [Please insert the location of the open/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 "Flat/ Shop" more particularly described in Schedule-4 and the floor plan of the Flat/ Shop is annexed hereto and marked as Schedule-3.
- U. 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.
- V. 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;
- W. 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 [Flat/Shop] and the open/covered parking (if applicable) as specified in para 'T'.
- X. The promoter has a right to sale the terrace with the flat and terrace above the flat. Also It is to be noted that this format of sale agreement does not affect the old agreement and conditions mentioned in those agreement (Before 31 july 2017).

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 Flat /Shop as specified in para 'T'
- 1.2 The Total Price for the Flat/ Shop based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

For: S K Consultant


Proprietor

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Flat / Shop no. ...	Rate of Flat/ Shop per square feet*
Type.....	
Floor.....	
Total Price (in Rupees)	-----

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

and (if/as applicable)

Open/ covered parking-1	Price for 1 (in Rs.)
Open/ covered parking-2	Price for 2 (in Rs.)
Basement Parking -3	Price for 3 (In Rs.)
Total price (in Rupees)	-----

Explanation :

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Flat / Shop as mentioned in Para 'T'.
- (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 Flat// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority,

For: S K Consultant

Abdullahi
Proprietor

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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 Flat/ Shop includes price of land, construction of, not only the Flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, 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 Flat/ 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:

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.

- 1.4 As mentioned in para 'S' 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 :-

For: SK Consultant

M. Kothari
Proprietor

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any further 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 Flat/ 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.

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 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 Flat, 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.

For: S K Consultant

 Proprietor

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- 1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Flat/ Shop as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Flat/ 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 Flat/ Shop includes recovery of price of land, construction of, not only the Flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, finishing with paint, 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 Flat/ 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 Flat/ Shop.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Flat/ Shop along with ---- open/ 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 outgoing/ dues before transferring the physical possession of the Flat/ Shop to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any,

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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 Flat/ 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 Flat/ 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 Allottee 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 S K CONSULTANT payable at Fatehpura .

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.

- 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

For: S K Consultant

Abhishek
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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 Flat/ 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 Flat/ 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 Flat/ 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 Flat/ 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. However Changes made earlier and submitted to UIT Udaipur for approval shall be considered as it is applied to the concerning authority and reflected in RERA application.

7. **POSSESSION OF THE FLAT/ SHOP:**

- 7.1 **Schedule for possession of the said Flat/ Shop** – The Promoter agrees and understands that timely delivery of possession of the Flat/ 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 Flat/ Shop along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.12.2018, 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 and stay announced if any given by any Court or competent authority then the Allottee

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agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat/ 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 from the competent authority shall offer in writing the possession of the Flat/ 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 Flat/ 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 Flat/ Shop-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Flat/ 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 Flat/ 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 Flat/ 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 or stay announced by court or any competitive authority, if the Promoter fails to complete or is unable to give possession of the said Flat/ 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 Flat/ 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 intend 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 Flat/ 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;
- (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 except that mortgage without possession/ simple mortgage of flat no 01 and flat no 104 has been done to OBC Bank for the cc/od limit provided by the bank.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

For: S K Consultant

Nkothari
Proprietor

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- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (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 Flat/ 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 Flat/ Shop 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 Flat or Shop shall be in a habitable condition which is complete in all respects including the provision of all specifications,

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amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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 Flat, 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 Flat/ 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 Flat/ 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 FLAT/ SHOP :

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

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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 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/ FLAT/ 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 upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Flat/ 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. However If allottee make changes to specification/ amenities/ design/ plan/ then in that case The promoter shall not be responsible for any defect liability.

13. RIGHT TO ENTER THE FLAT/SHOP 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 Flat/ 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 common area of 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.

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

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Flat/ 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 Flat/ Shop, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat/ Shop, and keep the said Flat/ Shop,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any signboard/ 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 Flat/ Shop or place any heavy material in the common passages or staircase of the building. The Aloottee shall also not remove any wall, including the outer and load wall of the Flat/ 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 Flat/ 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., However Changes made earlier and submitted to UIT Udaipur for approval shall be considered as it is applied to the concerning authority and reflected in RERA application.

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 Flat/ 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,

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such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Flat/ 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 Udaipur I/ II 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 Udaipur I/ II 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, 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 Flat/ 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 Flat/ Shop and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Flat/ Shop, in case of a transfer, as the said obligations go along with the Flat/ 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

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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.

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 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.

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 Flat/ Shop bears to the total carpet area of all the Flats/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 Udaipur I/ II. 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:-

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M/s.....(Promoter's name)	Allottee(s) name
Address.....	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 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 Flat, Shop or building, as the case may be, prior to the execution and registration of the agreement for sale for such Flat, 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:

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

32. DISPUTE RESOLUTION :

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 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.

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

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

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

PROMOTER For and on behalf of M/s
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For: S K Consultant

M. K. Thani

Proprietor

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SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

1-

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Udaipur city	1509 Min, 1512	1002.41

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

East : Khasara no. 1513
West : Proposed road 30' wide
North : Plot no. 2
South : Road 60' wide

Latitude/ Longitude of the end points of the Project are approximately:

Corner	Longitude	Latitude
North west	24 degree 34' 19.32" N	73 degree 42' 37.00" E
North east	24 degree 34' 37.68" N	73 degree 42' 37.68" E
South east	24 degree 34' 17.89" N	73 degree 42' 37.38" E
South west	24 degree 34' 18.02" N	73 degree 42' 36.49" E

3- Google Location Map of the Project

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

(Floor Plan of the Flat in the Project)

SCHEDULE-4

[Description of the Flat/Shop and Open/Covered Parking (if applicable) alongwith boundaries in all four directions]

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Flat/ Shop)

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project)

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

For: S K Consultant

M. K. Kothari
Proprietor



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Serial No. 1-9-17

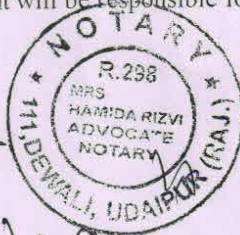
DECLARATION REGARDING AGREEMENT OF SALE

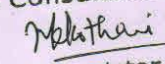
I, Mahendra Kothari Son of Late Shri Surat Ramji Kothari aged 50 years R/o A -301, Galaxy Apartment, Adinath Nagar, Fatehpura pin 313001 proprietor of the proposed project do hereby solemnly declare, undertake and state as under:

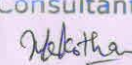
1. That the agreement for sale agreement of our project 'SUGANDH APARTMENT' ^{Mahendra} is in accordance to the form -G of Real Estate Regulation and Development Act-2016.
2. The none of the terms and conditions of the agreement to sale presented by me violate the laws and rules of Real Estate Regulation and Development Act-2016 & Rajasthan Real Estate Regulation and Development Rules-2017.
3. That if any contradiction arises in future, Mahendra Kothari proprietor of the proposed project, the deponent will be responsible for it.

ATTESTED


Mrs. HAMIDA RIZVI
NOTARY
UDAIPUR (RAJ.)



For: SK Consultant

Proprietor

For: SK Consultant

Proprietor