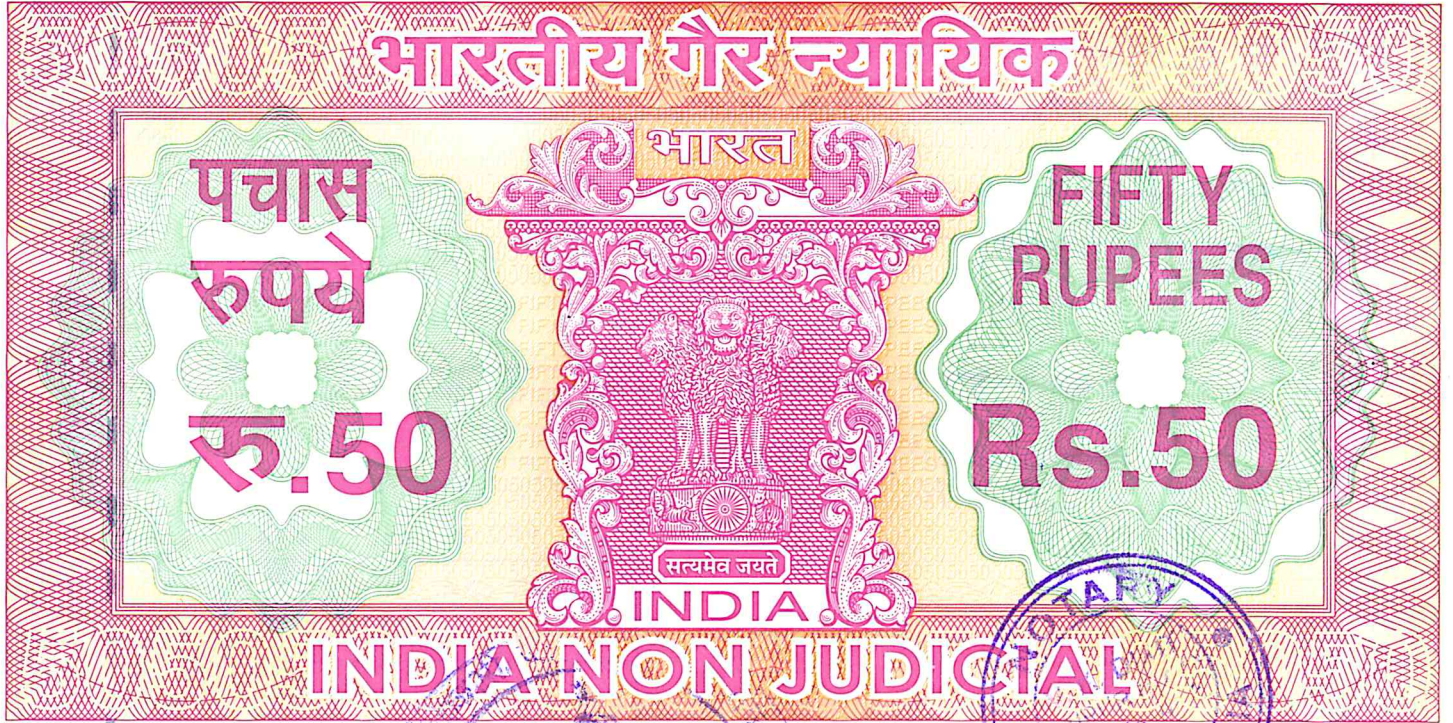




राजस्थान RAJASTHAN

Y 951920

Declaration regarding Agreement for Sale

I, **Sunil Jain** Son of Shri N. K. Jain aged 52 yrs R/o D-260, Devi Marg, Bani Park, Jaipur duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the agreement for sale/Builder buyer agreement of our Project "**Akshat Meadows I Block**" is in accordance to the Form-G of Real Estate Regulation and Development Act 2016.
2. That none of the terms and conditions of the Agreement to Sale presented by us violate the laws and rules of the Real Estate (Regulation and Development) Act 2016 & Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That if any contradiction arises in the future the deponent will be responsible for it.

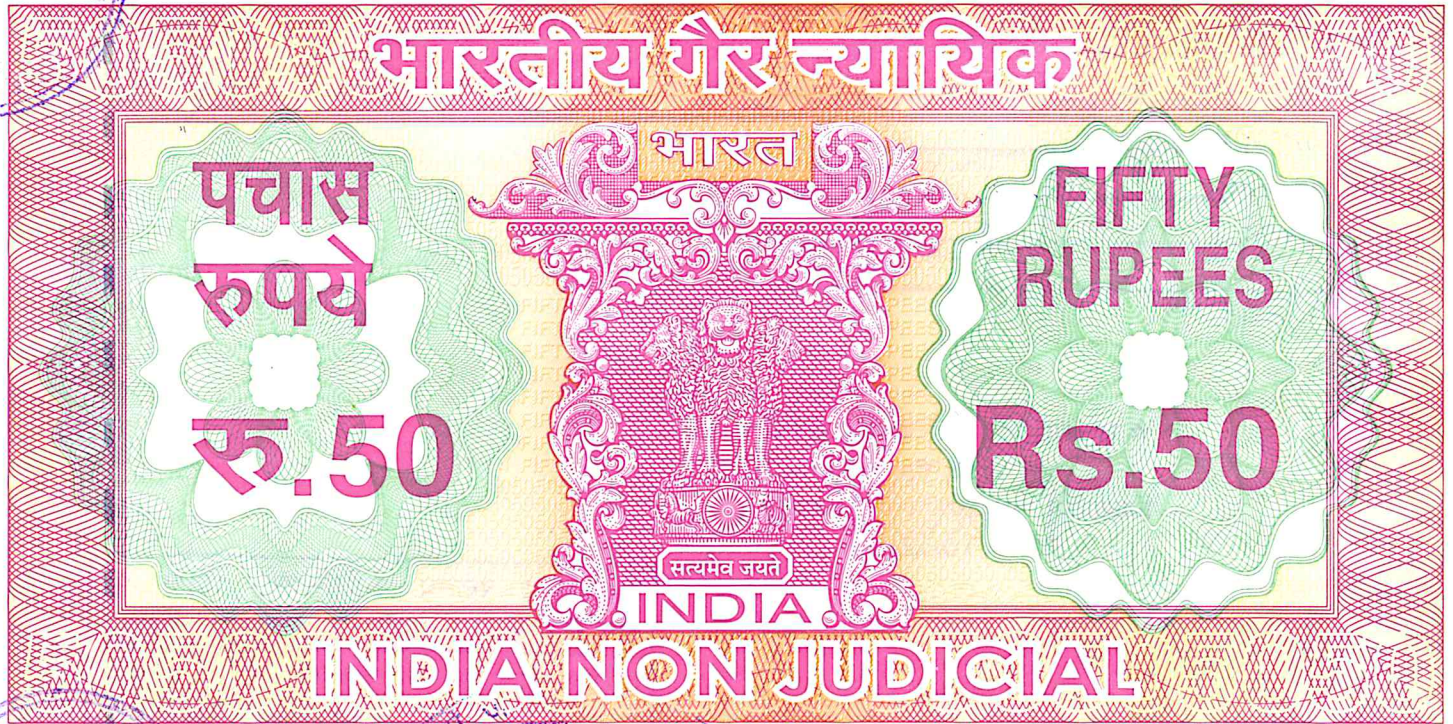
For **AKSHAT APARTMENTS PVT. LTD.**

Authorised Signatory
Deponent

ATTESTED

**NOTARY PUBLIC
JAIPUR (RAJ.) INDIA**

17 DEC 2018



राजस्थान RAJASTHAN

Y 951921

2.0 NOV 2018

Verification

I, **Sunil Jain** Son of Shri N. K. Jain aged 52 yrs R/o D-260, Devi Marg, Bani Park, Jaipur do hereby verify that the contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this December day of 17th, 2018.

For AKSHAT APARTMENTS PVT. LTD.

Authorised Signatory
Deponent

ATTESTED

NOTARY PUBLIC
JAIPUR (RAJ.) INDIA

17 DEC 2018

ALLOTMENT LETTER

Date: _____

Mr./Ms./Mrs. _____

**Sub:Letter of Allotment of a Row House in the Project named "Akshat Meadows I-Block"
situated at Village Sirsi, Tehsil Jaipur, District Jaipur, Rajasthan.**

Dear Sir/Maám

Heartiest Congratulations!!!

We are delighted to inform you that you have been allotted a row house bearing no. _____, type _____, being developed upon row house plot bearing no. _____ admeasuring _____, having tentative carpet area of _____ sq. ft. and exclusive balcony/verandah area of _____ sq. ft., built up area of _____ sq.ft (hereinafter referred to as the "**Row House**"), against your registration/application form no. _____ dated _____ (hereinafter referred to as the "**Application Form**"), in our project named as 'Akshat Meadows I-Block', which comprises of row houses being developed upon the plot nos. I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18 and I-19 _situated at Village Sirsi, Tehsil Jaipur, District Jaipur, Rajasthan(hereinafter referred to as the "**Project**") in accordance with the terms and conditions of the Application Form and this Allotment Letter.

The Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on _____ and the Project's registration no. is _____. The details of the Seller and the Project are also available on the website (www.rera.rajasthan.gov.in) of the Authority.

The allotment of the said Row House is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the buyer agreement/agreement for sale, proposed to be signed with you, including the timely payment of basic sale consideration and other payments as per the payment schedule and the terms of the agreement for sale.

For AKSHAT APARTMENTS PVT. LTD.


Authorized Signatory

PROMOTER

PAGE-1

ALLOTTEE

For any query, please feel free to visit our site or corporate office at Akshat House, A-27/13-A, Kanti Chandra Road, Bani Park, Jaipur and you can also call us on **0141-3374756** and we would be happy to assist you. You can also e-mail to us on akshatapartments@gmail.com.

Assuring you the best of our services.

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

Warm regards,
For Akshat Apartments Private Limited (Developer)

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of row house bearing no. _____, type _____, being developed upon row house plot bearing no. _____ admeasuring _____, having carpet area of _____ sq. ft. and exclusive balcony/verandah area of _____ sq. ft., built up area of _____ sq.ft and super built up area of _____ sq. ft in the Project named as "**Akshat Meadows I-Block**", which is being developed by **M/s. Akshat Apartments Private Limited**, situated at Village Sirsi, Tehsil Jaipur, District Jaipur, Rajasthan, subject to the terms & conditions of the Application/Registration Form no. _____ dated _____ and this Allotment Letter.

Thanks and regards,

(Customer Name)

For AKSHAT APARTMENTS PVT. LTD.


Authorized Signatory

PROMOTER

PAGE-2

ALLOTTEE

Form-G
AGREEMENT FOR SALE

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

Affix colour
photograph of
authorized
signatory of Seller
with signature
across the
photograph

THIS AGREEMENT FOR SALE ("Agreement") is executed at _____ on this
____ day of _____ Two thousand and _____.

BY AND BETWEEN

M/s Akshat Apartments Private Limited (CIN No. U14102RJ1989PTC005168), a company incorporated under the provisions of the Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at 'Akshat House', A-27/13-A, Kanti Chandra Road, Bani Park, Jaipur-302016 (Raj.) and its PAN No. is AABCA 5661K represented by its authorized director Mr. Sunil Jain (Aadhar No.965056245296) duly authorized *vide* board resolution dated _____ (hereinafter be referred to as the **"the Seller"**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s) in interest, and permitted assignee(s)).

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____),
Son/Daughter/Wife of Mr. _____, R/o _____ (PAN
_____) jointly with Mr./Ms./Mrs. _____,
Son/Daughter/Wife of Mr. _____ (Aadhar No. _____), R/o
_____, _____ (PAN
_____); [hereinafter singly/jointly 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), administrator(s), executor(s)& permitted assignee(s)].

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

For AKSHAT APARTMENTS PVT. LTD.


Authorized Signatory

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INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.
 - b) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
 - c) **"APARTMENT"** shall mean a space in the Said Project (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes row houses and all such units or spaces intended to be used for residential purpose.
 - d) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a row house, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of a row house, meant for the exclusive use of the Allottee(s);
 - e) **"COMMON AREAS AND FACILITIES TO BE DEVELOPED WITH THE SAID PROJECT"** means and includes the park and other common areas and facilities approved by the competent authority as part of the Said Project and which would be developed by the Seller along-with the Said Project and more particularly described in **Schedule-K** attached hereto. The Common Areas and Facilities to be developed with the Said Project shall be common for all the allottees of the Whole Project.
 - f) **"DEVELOPED COMMON AREAS AND FACILITIES OF AKSHAT MEADOWS"** means and includes all such common areas and facilities approved by the competent authority and developed and completed by the Seller along with the blocks A, B and J of Akshat Meadows (*as defined herein below*), excluding the Common Areas and Facilities to be developed with the Said Project i.e. block-I. The Developed Common Areas and Facilities of Akshat Meadows are more particularly detailed in **Schedule-J** attached hereto and the Developed Common Areas and Facilities of Akshat Meadows shall be common

For AKSHAT APARTMENTS PVT. LTD.


Authorised Signatory

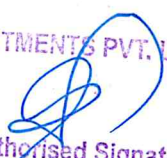
PROMOTER

ALLOTTEE

for the use of all the allottee(s) of the Akshat Meadows including the Said Project.

- g) **"CONVEYNACE DEED"** (i) in respect of the Row House shall mean written instrument executed between the Seller and the Allottee(s) through which the ownership of the Row House would be transferred in favour of Allottee(s) by the Seller, subject to and in accordance with the terms of this Agreement.
- h) **"EARNEST AMOUNT"** shall mean 10% of Basic Sale Consideration.
- i) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- j) **"OFFER OF POSSESSION"** shall have the meaning ascribed under Clause 7.2 of this Agreement.
- k) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.8 of this Agreement.
- l) **"PARA"** means Para of this Agreement;
- m) **"PROJECT LAND"** comprises of plot numbers as detailed in **Schedule A**;
- n) **"RESIDENTS' SOCIETY"** shall mean the society named **"Akshat Meadows Welfare Society"**, registered under Rajasthan Societies Registration Act, 1958, having its office at Akshat Meadows, Hatoje Mode, Sirsi Road, Jaipur formed by the owners of row houses, flats, etc. in Block A, B & J of the Whole Project (as defined below), for the purpose of maintaining the Developed Common Areas and Facilities in Akshat Meadows and common areas and facilities to be developed with subsequent blocks of Whole Project. The said society shall also maintain the Common Areas and Facilities to be developed with the Said Project and the buyers of Apartment(s) in the Said Project i.e. Block I of Akshat Meadows shall also become member of this society.
- o) **"REGULATION"** means the Rajasthan Real Estate Regulatory Authority Regulations, 2017;
- p) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- q) **"SCHEDULE"** means the Schedule attached to this Agreement;

For AKSHAT APARTMENTS PVT. LTD.


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- r) **"SECTION"** means the section of the Act.
- s) **"SAID PROJECT"** shall mean the Block-I of Akshat Meadows (*defined herein-below*), comprising of 19 plots, wherein, Seller would develop independent row houses on 17 plots bearing nos. I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18 and I-19, and sell 2 plots bearing nos. I-8 & I-9 without development, on which allottee(s) himself will develop row house(s), and Common Areas and Facilities to be developed with the Said Project and shall be known as Akshat Meadows Block –I.
- t) **"AKSHAT MEADOWS"/ "WHOLE PROJECT"** shall mean the residential project comprising of 4 blocks i.e. Block A, B, J & I, each block having different sizes of plots in various segments such as (i) small plots for the purpose of construction of independent row houses and walk up apartments (G+2floors); (ii) big plots for construction of flats and shops etc. and known as **"Akshat Meadows"**.
- u) **"ROW HOUSE"** shall mean the Apartment detailed in **Schedule-B** attached to this Agreement.
- v) **"ROW HOUSE PLOT"** shall mean plot of land upon which the Row House would be developed, and which is more particularly detailed in **Schedule-B** attached to this Agreement.

II. 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 or in Rajasthan Municipalities Act, 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 SELLER DECLARES THAT:

- A. The Seller has developed a residential project named "Akshat Meadows", situated at Village Sirsi, Tehsil Jaipur, District Jaipur, comprising of 3 blocks namely Block A, B and J, each block having different sizes of plots in various segments such as (i) small plots for the purpose of construction of independent villas, row houses and walk up apartments (G+2floors); (ii) big plots for construction of stilt+ four floors group housing flats etc. The Seller has also developed a club house and other common areas and facilities in Akshat Meadows i.e. the Developed Common Areas and Facilities of Akshat Meadows, which was completed in year 21.01.2016, for which completion certificate Vide no. Zone-12/16/D-337 dated 21.01.2016 was also issued by JDA.

For AKSHAT APARTMENTS PVT. LTD.


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- B. A piece and parcel of land, adjoining to the above-mentioned project, bearing Khasra no. 133, admeasuring 16 Biswas & Khasra no. 134 admeasuring 38 Biswas, total admeasuring 54 Biswas situated at Village Sirsi, Tehsil Jaipur, District Jaipur (hereinafter referred to as the “**Scheduled Land**”) was owned by M/s Kanak Vrindavan Resorts Limited, having its registered office at D-123, 4th floor, Jan Path, Shyam Nagar, New Sanganer Road, Jaipur- 302019. The Seller was desirous of extending the project Akshat Meadows mentioned in para A hereinabove on the Scheduled Land by acquiring the Scheduled Land. However, M/s Kanak Vrindavan Resorts Limited had already got the land use of the Scheduled Land changed under Section 90 A of Rajasthan Land Revenue Act, 1956 *vide* letter dated 23.02.2013 issued by Jaipur Development Authority (“**JDA**”). Therefore, as per the mutual understanding between the Seller and land owner, the Seller agreed to acquire the Scheduled Land in the form of approved residential plots on the Scheduled Land and in furtherance of the same the layout of the Scheduled Land was approved by JDA *vide* its letter no. 2915 dated 23.04.2018 under the Rajasthan Township Policy, 2010 and approved plots on the Scheduled Land were allotted to the Seller.
- C. That pursuant to the allotment of plots approved on the Scheduled Land by the land owner in favour of the Seller, JDA executed independent pattas in respect of plots bearing nos. I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-13, I-14, I-15, I-16, I-17, I-18 and I-19 approved on the Scheduled Land in favour of the Seller and patta of Plot nos. I-10, I-11 and I-12 are retained by JDA, which shall be released in favour of Seller upon completion of development work of common areas to be developed with Said Project. Each of the patta(s) executed in favour of Seller as mentioned hereinabove in respect of plots forming part of Project Land were duly registered with the Sub-Registrar 5th at Jaipur.
- D. Accordingly, the Seller has legal title of plots (*as detailed above in para C*) with legally valid documents, forming Project Land and is absolutely seized and in lawful possession of the same.
- E. The Project Land is earmarked for the purpose of development and sale of 17 row houses to be developed by the Seller on 17 individual plots and sale of 2 plots without development, on which allottee(s) himself will develop row house(s) and Common Areas and Facilities to be developed with the Said Project and the Said Project shall be known as “**Akshat Meadows Block I**”.
- F. That except for the patta(s) of plots retained by JDA as mentioned in para C hereinabove, Project Land is free from all encumbrances.

For AKSHAT APARTMENTS PVT. LTD.

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- G. The Seller being the absolute owner of Project Land has conceived, planned and is in the process of constructing and developing Said Project upon the Project Land after getting necessary permissions/approvals from competent authorities, which inter-alia comprises of row houses, plots and common areas. The location details of the Said Project being developed upon the Project Land is fully described **Schedule A**.
- H. That the Project Land comprises of 19 independent residential plots, which were acquired by the Seller from land owner, in respect of which separate patta's were executed by JDA. Therefore, there is no requirement of obtaining any common approval for Said Project as per the provisions of Unified Building Bye laws, 2017. Further, since the size of Row House Plot is less than 250 sq. mtr., therefore, as per the provisions of Unified Building Bye laws, 2017, there is no requirement of obtaining map approval for development of Row House upon Row House Plot.
- I. The Said Project has been registered with the Rajasthan Real Estate Regulatory Authority ("Authority") on _____ and the Said Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Seller and the Said Project are also available on the website ([www._____](http://www._____.)) of the Authority.
- J. The Seller agrees and undertakes that it shall not make any changes in the layout plan of the Row House/Said Project, except in strict compliance with Section 14 of the Act and other applicable laws.
- K. The details of plan of development works to be executed in the Said Project and the proposed facilities to be provided thereof as provided under clause (e) of sub-section (2) of section 4, are given in **Schedule - H** attached hereto.
- L. The details of the salient features of the Said Project including access to the Said Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Said Project are given in **Schedule-G** attached hereto.
- M. The details of other external development work to be taken for the Said Project are given in **Schedule-H** attached hereto.

For AKSHAT APARTMENTS PVT. LTD.


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- N. The details of specifications of material used in construction of the Row House /Said Project have been specifically provided in **Schedule- I** attached hereto.
- O. The stage wise time schedule for completion of Row House/Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and has been specifically provided in **Schedule- F** attached hereto.
- P. The Seller has opened a separate account in **State Bank of India**, SME Branch, Church Road, Jaipur for the purpose of covering the cost of construction and the land cost of the Said Project as provided in sub-clause (D) of clause (1) of sub-section (2) of Section 4 of the Act.
- Q. The Seller is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Seller regarding the Project Land on which the Said Project is being developed has been completed.
- R. The Allottee(s) has seen and has satisfied him/her/themselves regarding the location and plans of the Said Project/ Row House prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the plans for construction of the Said Project/ Row House and all the documents referred to in this Agreement and the Allottee(s) stands fully satisfied with the layout of the Said Project/ Row House and the standard of material being used for construction of the Said Project/ Row House.
- S. The Allottee(s), being aware of the Said Project and details given above as well as in the advertisement about the Said Project, has applied for allotment and purchase of an Apartment being developed in the Said Project *vide* its registration/application form no. _____ dated _____ (**"Registration Form"**). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as **"Booking Amount"**) plus GST of Rs. _____/- (Rupees _____ only) as an advance payment / booking amount and agrees to make timely and complete payments of the balance of Basic Sale Consideration (as defined in **Clause 1.2** of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- T. On application, as aforesaid, the Allottee(s) has been allotted the following Row House:
- a) Row House No. _____;
 - b) Area of Row House Plot: _____;
 - c) Row House Type: _____;

For AKSHAT APARTMENTS PVT. LTD.


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- d) Built Up Area of Row House : _____;
- e) Carpet Area of Row House: _____;
- f) Exclusive Verandah area: _____; Exclusive Terrace area: _____ and Semi Covered parking area

and right to use the Common Areas and Facilities to be developed with the Said Project and the Developed Common Areas and Facilities of Akshat Meadows (the copy of approved layout/site plan of the said Row House Plot is annexed herewith as **Annexure- II** and more particularly described in the **Schedule-B** attached herewith).

- U. The following specifications in respect of the Row House Plot has been approved as per the site plan of the Row House Plot annexed along with the patta dated _____ bearing no. _____ in respect of the Row House Plot:
 - a. Construction upto _____ mtrs height (Maximum permissible height);
 - b. Set backs: Front-
Rear-
Side- 1-
Side-2-
 - c. Stories: _____
 - d. Maximum Plinth Height: _____
- V. The details of floor plan of the Row House is given in **Schedule- C**.
- W. 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 Said Project.
- X. 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.
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Row House.

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

For AKSHAT APARTMENTS PVT. LTD.

Authorized Signatory
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1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Row House as defined in Para T herein-above.
- 1.2 The basic sale consideration of the Row House is Rs. _____/- (Rupees _____ only), including consideration for exclusive balcony, exclusive open terrace and exclusive veranda, as may be applicable (hereinafter referred to as "**Basic Sale Consideration of Row House**").
- 1.3 That the Allottee(s) shall pay Interest Free Maintenance Security ("**IFMD**") calculated @ Rs. 50/- per sq. ft. of **built** up area of Row House in addition to the Basic Sale Consideration of Row House.
- 1.4 The Allottee(s) shall be liable to pay, as and when demanded by the Seller, GST and/or any other indirect tax as may be applicable from time to time on the Basic Sale Consideration, IFMD and any other amount as may be payable by the Allottee(s) to the Seller under this Agreement.
- 1.5 The Basic Sale Consideration of the Row House has been determined after adjusting the benefit of the input tax credit accrued/to be accrued to the Seller. Further, in view of requirement specified under Section 171 of the Central Goods and Service Tax Act, 2017, the Seller agrees that in case of any reduction in the rates of GST on supply of services pertaining to the Row House or any additional benefit of input tax credit availed by the Seller, the Seller shall pass on such benefits to the Allottee(s) by way of commensurate adjustment in the Basic Sale Consideration of the Row House.
- 1.6 The Basic Sale Consideration of the Row House above includes the booking amount i.e. Rs..... (Rupees.....) paid by the Allottee(s) to the Seller. All other charges, which are specifically mentioned in this Agreement and does not form part of the Basic Sale Consideration of the Row House, shall be paid by the Allottee(s) in addition to Basic Sale Consideration of the Row House as per this Agreement.
- 1.7 The Basic Sale Consideration of the Row House does not include cost of providing electric connection for the Row House, stamp duty, registration charges and any other charges applicable at the time of registration of this

For AKSHAT APARTMENTS PVT. LTD.

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Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Row House, which shall be exclusively borne and paid by the Allottee(s). Further, the Basic Sale Consideration of the Row House above does not include maintenance charges, which shall be determined by the Seller and payable by Allottee(s) until the takeover of maintenance of Common Areas and Facilities to be developed with Said Project by the Residents' Society. Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Seller shall be increased/ reduced based on such change/ modification/introduction.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.8 The Seller shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule- D** attached hereto ("**Payment Plan**") and the Allottee(s) shall make payment demanded by the Seller within the time and in the manner specified therein. In addition, the Seller shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.9 The Basic Sale Consideration of the Row House 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/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Seller undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Seller shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).

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 Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

For AKSHAT APARTMENTS PVT. LTD.

Authorised Signatory

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- 1.10 As mentioned above, out of the Basic Sale Consideration of Rs. _____/-(Rupees _____ only), the Seller has already received a sum of Rs. _____/- (Rupees _____ only) from the Allottee(s) as advance/ booking amount and the Allottees(s) agrees and undertakes to pay the balance Basic Sale Consideration of Rs. _____/- (Rupees _____ only) and IFMD strictly in accordance with the Payment Plan.

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

- 1.11 The Seller shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule –E** in respect of the Row House without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Seller may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Seller may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.12 The Seller shall confirm the final Built Up Area of the Row House that has been allotted to the Allottee(s) after the construction of the Row House is complete, by furnishing details of the changes, if any, in the Built Up Area. The Basic Sale Consideration and IFMD shall be recalculated upon confirmation of Built Up Area by the Seller. If there is reduction in the Built Up Area then the Seller shall refund the excess money paid by Allottee(s) within forty five (45) days with interest at Interest Rate from the date of last installment of Basic Sale Consideration. If there is any increase in the Built Up Area of Row House allotted to the Allottee(s), which shall not be more than 3% of the built up area of the Row House, the Allottee(s) shall be liable to pay additional consideration, IFMD,

For AKSHAT APARTMENT'S PVT. LTD.

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charges, taxes etc. with next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in the Basic Sale Consideration in proportion to increase/decrease in area of the Row House.

- 1.13 Subject to clause 9.3, the Seller agrees and acknowledges that after registration of Conveyance Deed of the Row House, the Allottee(s) shall have the right to the Row House as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Row House along with the Row House Plot.
 - (ii) The Allottee(s) shall have right to use the Common Areas and Facilities to be developed with the Said Project and the Developed Common Areas and Facilities of Akshat Meadows, along with other occupants of Whole Project, without causing any inconvenience or hindrance to them.
 - (iii) That the computation of the price of the Row House includes recovery of price of the Row House Plot, construction thereon, cost of providing electric wiring of the said Row House, water line and plumbing, finishing with paint, tiles, doors, windows and includes cost for providing all other facilities, amenities and specification to be provided within the said Row House as per the Agreement;
- 1.14 The Allottee(s) has the right to visit the Said Project site to assess the extent of development of the Said Project and the Row House with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities would be going on at site and the Seller shall not in any way be held responsible for any mis happening caused to/with Allottee(s) while visiting the site.
- 1.15 The Allottee(s) agrees and understands that except as expressly provided in Para 'T' herein-above and detailed in **Schedule-B** attached hereto, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted plots/ row houses/saleable spaces in the Said Project/Whole Project. Such un-allotted plots/ row houses/saleable spaces shall remain the exclusive property of the Seller, which it shall be free to deal with, in accordance with applicable laws.
- 1.16 The Allottee(s) hereby agrees and acknowledges that the Seller shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

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- 1.17 The Seller agrees to pay all outgoing/ dues before transferring the physical possession of the Row House to the Allottee(s) which he has collected from the Allottee(s), for the payment of outgoing/dues. If the Seller fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Row House to the Allottee(s), the Seller agrees to be liable, even after the transfer of the Row House, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.18 That the Said Project shall always be known as "Akshat Meadows Block-1", the name of the Said Project shall not be changed except with the prior written consent of the Seller.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Seller abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Seller, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Akshat Apartments Pvt. Ltd. Meadows (I) block** payable at Jaipur. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Seller. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made 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 Seller with such permission, approval which would enable the Seller to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines

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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 Seller accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep the Seller fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Seller immediately and comply with necessary formalities if any, under the Applicable Laws. The Seller shall not be responsible towards any third-party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Row House in any way and the Seller shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) hereby authorizes the Seller to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Row House, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Seller to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Seller shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project and as extended as per the Applicable Laws with the Authority and towards handing over the Row House to the Allottee(s).

Timely payment of Basic Sale Consideration, IFMD and other amounts as per this Agreement shall be the essence of this Agreement and the Allottee(s) hereby agrees to make the payment of due amounts under this Agreement strictly within the time period mentioned herein.

6. CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT:

The Allottee(s) has seen, understood and accepted the layout plan, Payment Plan, specifications, amenities and facilities of the Row House as annexed along with this Agreement which has been approved by the competent authority. The Seller

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shall develop the Row House/Said Project in accordance with the layout plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Seller undertakes to strictly abide by such layout plans and shall also strictly abide by the applicable 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 the procedure agreed under clause 1.9 hereinabove, and breach of this term by the Seller shall constitute a material breach of this Agreement.

7. CONVEYANCE AND POSSESSION OF THE ROW HOUSE:

- 7.1 Schedule for possession of the said Row House**— The Seller agrees and understands that timely delivery of possession of the Row House to the Allottee(s) is the essence of the Agreement. The Seller assures to handover possession of the Row House on or before **31st October, 2020**, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature or reasons beyond the control of Seller effecting the regular development of the Said Project ("**Force Majeure**"). If, however, the completion of the Row House is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Seller shall be entitled to the extension of time for delivery of possession of the Row House and the Seller shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, 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 Seller to implement the contract due to Force Majeure conditions, which shall be assessed by the Seller, the Seller shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Seller shall refund to the Allottee(s) the entire amount received by the Seller from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Seller and the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for execution of Conveyance Deed of the Row House and taking possession**—The Seller, shall *vide* possession offer letter ("**Offer of Possession**") (i) invite Allottee(s) (along with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by Allottee(s) to the Seller as per this Agreement before hand) to execute and register Conveyance Deed of the Row House; and (ii) offer the possession of the Row House. The Seller subject to receipt of Basic Sale Consideration, IFMD and all other dues as per this Agreement, shall execute and register Conveyance Deed and convey the title of the Row House and handover possession of the Row House. The Seller agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities,

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documentation on part of the Seller which the Seller is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Seller/ Residents' Society, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1988 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Seller shall not be responsible for any damage caused to the Row House on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on as is where is basis. The Seller shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. or any accident caused to any of machineries installed like electrical equipment, and transformer etc.

- 7.3 **Handing over of Documents:** It shall be the responsibility of the Seller to handover the necessary documents and plan in accordance with the Act.
- 7.4 **Cancellation by Allottee(s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment of the Row House in the Said Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw his allotment of the said Row House, without any fault of the Seller, the Seller shall be entitled to forfeit the Earnest Amount, all taxes, duties, cess, etc. deposited by the Seller to the concerned department/authority in respect of the Row House and all other penalties and interest liabilities of any nature whatsoever in respect of the Row House, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be refunded by the Seller to the Allottee(s) without any interest after the sale of the Row House to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

- 7.5 **Compensation** – The Seller shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Row House Plot, on which the Row House is being 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.

- 7.6 The Allottee(s) shall be liable to pay from the date of Offer of Possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Row House of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the built-up area of the Row House. The Allottee(s) shall also be liable to pay the maintenance charges, as may be determined by the Residents' Society/Seller from the date of Offer of Possession. If the Seller has to pay the aforesaid amount on behalf of the Allottee(s), the Allottee(s) shall be liable

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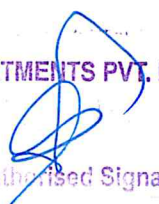
to reimburse the same to the Seller within 15 days from the date of notice in this regard from the Seller, failing which, the Seller shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Seller paid the said amount to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Seller.

8. REPRESENTATIONS AND WARRANTIES OF THE SELLER

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

- (i) That except as disclosed in Para C hereinabove, the Seller has absolute, clear and marketable title of plots forming the Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of plot for the development of Said Project.
- (ii) The Seller has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) That except as disclosed in para C hereinabove, there are no encumbrances upon the Project Land.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and the Row House are valid and subsisting and have been obtained by following due process of law. Further, the Seller has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Said Project/ the Row House.
- (vi) The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right/interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Seller has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Said Project, including the Project Land or the Row House, which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the Row House to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of registration of the Conveyance Deed the Seller shall handover lawful, vacant, peaceful, physical possession of the Row House to the Allottee(s).
- (x) The Project Land 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 Project Land.

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- (xi) The Seller 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 (except the taxes mentioned in Clause 7.6 which shall be paid according to the said Clause) to the competent authorities till the date of offer of possession of the Row House.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Seller in respect of the Project Land and/or Said Project.
- (xiii) The Seller shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement in any way and Seller shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (a) The Seller fails to provide ready to move in possession of the Row House to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the Row House 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.
- (b) Discontinuance of the Seller'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 Seller under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

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

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- (b) The Allottee(s) shall have the option of terminating the Agreement in which case the Seller shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Row House, along with interest within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Said Project or terminate the Agreement, he shall be paid, by the Seller, interest for the period of delay till the handing over of the possession of the Row House, which shall be paid by the Seller to the Allottee(s) within forty-five (45) days of it becoming due.

9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (a) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (b) delay/default by Allottee(s) under Clause 9.3 (a) above continues for a period beyond 3 consecutive installments after notice from the Seller in this regard;
- (c) after the issuance of Offer of Possession letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer of Possession letter;
- (d) after the issuance of Offer of Possession letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Seller under this Agreement, in execution and registration of Conveyance Deed of the Row House and/or taking possession the Row House within the period mentioned in Offer of Possession letter;
- (e) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (f) violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Seller's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (a) Upon occurrence of event of default mentioned in Clause 9.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Seller and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Seller;

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- (b) Upon occurrence of event of default mentioned in Clause 9.3(b) the Seller may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (c) Upon occurrence of event of default mentioned in Clause 9.3(c), (d), (e) and (f) the Seller shall have the option to terminate this Agreement as mentioned in Clause 9.4(b); Further in case of event of default under Clause 9.3(c), till the time Seller exercise the option to terminate this Agreement it shall be entitled to (1) recover interest as per Clause 9.4 (a); and (b) recover maintenance charges from the date of issuance of Offer of Possession; and (c) recover holding/ safeguarding charges @ Paisa 25 per month on the Basic Sale Consideration of the Row House; and (d) taxes mentioned in Clause 7.6; (e) withhold registration of the Conveyance Deed of the Row House in favour of the Allottee(s) and to refuse possession of the Row House to the Allottee(s) till payment of amounts mentioned Clause 9.3(c) and Allottee(s) hereby authorizes the Seller for the same.
- (d) The rights and remedies of the Seller under this Clause shall be in addition to other rights and remedies available to the Seller under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Seller of its right of charging such interest or of the other rights mentioned in this Agreement.
- 9.5 Upon termination of this Agreement by the Seller as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Row House. The Seller shall be entitled to sell the Row House to any other person or otherwise deal with the Row House in any manner whatsoever and the Seller shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest within after the sale of the Row House to a new allottee/buyer from the amounts realised from the such new allottee/buyer.
- (a) The Earnest Amount;
- (b) All the taxes, duties, cess deposited by the Seller to the concerned department/authority in respect of the Row House;
- (c) The interest paid/payable by the Allottee(s) to the Seller as per Clause 9.4(a) and/or 9.4 (c), if applicable.
- 9.6 Without prejudice to the rights of the Seller under this Agreement, the Seller shall be entitled to file/initiate appropriate complaint/proceedings against the

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Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. MAINTENANCE OF THE SAID PROJECT:

- 10.1 That until the takeover of maintenance of Common Areas and Facilities to be developed with the Said Project by the Residents' Society, the Seller will maintain the said common areas and facilities of Said Project at actual cost plus GST and any other indirect taxes, at applicable rate, which shall be payable by the Allottee(s) in advance on quarterly basis to the Seller;
- 10.2 That a Residents' Society named "Akshat Meadows Welfare Society" is already formed by the owners of row houses, flats, etc. in Block A, B & J of the Whole Project, for the purpose of maintaining the Developed Common Areas and Facilities of Akshat Meadows and common areas and facilities of subsequent blocks of Akshat Meadows and the buyers of units in the Said Project i.e. Block I of Akshat Meadows shall also become member of this Residents' Society. The Allottee(s) agrees and undertakes to abide by and comply with the Bye-Laws and rules and regulation of Residents' Society. Until the takeover of maintenance of Common Areas and Facilities to be developed with the Said Project by the Residents' Society, the Seller shall have all the rights and authorities of the Resident's Society, in addition to the rights expressly mentioned herein, to enable proper maintenance of such common areas and facilities. Upon takeover of maintenance of Common Areas and Facilities to be developed with the Said Project by the Residents' Society, it shall be the sole responsibility of such Residents' Society to take care of common areas and facilities of the Said Project. It is agreed by the Allottee(s) that non utilization of the Row House or club or any other common facilities cannot be a reason for not paying maintenance charges. The Common Areas and Facilities to be developed with the Said Project shall be used by the allottees' of the Whole Project along with the allottee(s) of the Said Project. Similarly, the Developed Common Areas and Facilities of the Whole Project shall be used by the allottee(s) of the Said Project along with the allottee(s) of the Whole Project.
- 10.3 Upon takeover of maintenance of Common Areas and Facilities to be developed with the Said Project by the Residents' Society, the Resident's Society will remain responsible for maintenance, repairs,

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safety and security of such common areas and facilities and amenities, fittings, fixtures.

- 10.4 The Seller shall transfer the IFMD to the Resident's Society without any interest upon takeover of maintenance of Common Areas and Facilities to be developed with Said Project by the Residents' Society.
- 10.5 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. Upon takeover of maintenance of Common Areas and Facilities to be developed with the Said Project by the Residents' Society, it shall be the sole responsibility of the Residents' Society, to run and maintain the Common Areas and Facilities to be developed with the Said Project and the Developed Common Areas and Facilities of Akshat Meadows and to determine from time to time the rate and amount of combined expenses and outgoings for the common areas and facilities in the Whole Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Residents' Society, from time to time & regularly.
- 10.6 The Allottee(s) hereby agrees that his/her right to the use of common areas and facilities of the Whole Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Residents' Society and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Residents' Society from time to time.
- 10.7 That after the execution and registration of the Conveyance Deed in respect of the Row House in favour of the Allottee(s), the Allottee(s) shall be entitled to use the club house developed in the Whole Project along with the other allottee(s) in the Whole Project. However, the Allottee(s) shall be required to fill requisite form(s) and sign necessary documents as may be required by the Residents' Society/Seller or any other entity appointed for the purpose of maintenance and management of the club house in the Whole Project. Further, the Residents' Society/Seller or any other entity appointed for the purpose of maintenance and management of the club house in the Whole Project, may make necessary rules in respect of usage of facilities and services in the club house and may also prescribe necessary usage charges in respect of facilities and services to be provided in the club house for proper maintenance and management of club house. The Allottee(s) hereby agrees to abide by such rules made by the concerned entity and to pay prescribed charges for usage of facilities and services in the club house.

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

11. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Seller in respect of the Row House as per this Agreement is brought to the notice of the Seller within a period of five (5) years by the Allottee(s) from the date of handing over possession or Offer of Possession, whichever is earlier, it shall be the duty of the Seller to rectify such defects without further charge, within thirty (30) days, and in the event of Seller's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Row House is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

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

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

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

13. SPECIFIC PERFORMANCE

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

14. RIGHT TO ENTER THE ROW HOUSE FOR REPAIRS:

The Seller/Residents' Society shall have right of unrestricted access of all common areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Seller/ Residents' Society to enter into the Row House or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. The Allottee(s) shall be responsible for obtaining independent electricity connection for the Row House from JVVNL by paying connection charges/fixation charges/ security deposit and any other charges as may be demanded by JVVNL.

16. GENERAL COMPLIANCE WITH RESPECT TO THE ROW HOUSE:

- (i) Subject to clause 11 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Row House at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Row House, circulation areas, compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Row House, and keep the Row House, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same

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in a fit and proper condition and ensure that the support, shelter etc. of the Row House is not in any way damaged or jeopardized.

- (ii) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board, neon light, publicity material or advertisement material etc. on the façade of the Row House or anywhere on the exterior of the Said Project/Whole Project or common areas. The Allottee(s) may put his/her name-plate only at a place designated by the Seller for name plate.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design as the row house have some basic features like uniform elevation, outside colour scheme of exposed walls, G+1 construction to maintain uniformity and aesthetic sense of Said Project. It shall be preserved and maintained for all time and Allottee(s) shall not be entitled to alter/change its basic features in any manner whatsoever.
- (iv) The Allottee(s) shall not make any change in the M.S. Railings and parking shade and windows fitted on outer walls.
- (v) The Allottee(s) shall not store any hazardous or combustible goods in the said Row House. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Row House.
- (vi) The Residents' Society shall be entitled to appoint any maintenance agency for the maintenance of the Whole Project.
- (vii) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Residents' Society in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Whole Project.
- (viii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (ix) It is in the interest of the Allottee(s), to help the Residents' Society in effectively keeping the Row House and/or the Whole Project secured in all ways. For the purpose of security, the Residents' Society would be free to restrict and regulate the entry of visitors into the Whole Project.
- (x) The Allottee(s) shall not use the Row House for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other premises in the Whole Project or for any illegal or immoral purpose.
- (xi) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown to any plot, open area, etc. in the compound or any portion of the Project Land/ Whole Project.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Row House. The

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Allottee(s) shall also not remove any wall, including the outer and load wall of the Row House.

- (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Seller. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiv) In case, the Row House is given on lease/rent then it should be ensured that lease/rent is given only for residential purposes and not for commercial or any other activity. Any violation of this clause shall be construed as a breach of terms of this Agreement and shall be actionable.
- (xv) That, it is further categorically agreed that no change in the plan of the Row House including any additional construction is permissible. The Allottee(s) shall not do any type of civil changes or changes by fabrication, putting any fiber / polycarbonate/ tensile/ MS Sheet/ wood and any other material whatsoever affecting the elevation from all sides nor the Allottee(s) shall put any type of lights, fixtures, articles outside the Row House diminishing or affecting the scheme in any manner.
- (xvi) That as & when any internal changes are made or any kind of interior work done the Row House then all building material shall be carried inside the Row House Plot and the Row House only from the existing entrance gate in respect of the Whole Project. No hindrance shall be caused while making construction and no material shall be dumped outside the Row House Plot.
- (xvii) That the services such as sewerage, electricity & fresh water etc. of the Row House shall not be disturbed and shall remain connected as provided by the Seller.
- (xviii) That opening of window or gate shall not be permitted under any circumstance whatsoever in common walls.
- (xix) No overhead water tank is permitted to be installed over the roof of the Row House.

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

The Parties are entering into this Agreement for the allotment of the Row House with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project/ Whole Project.

18. ADDITIONAL CONSTRUCTIONS:

The Seller undertakes that it has no right to make additions or to put up additional structure anywhere in the Row House after the building plan, layout plans sanction plan and specifications, amenities and facilities has

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been approved by the competent authorities and disclosed, except for as provided in the Act.

19. SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Row House under this Agreement, in case the Seller raises finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Row House under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Row House and the Row House shall be free from all encumbrances at the time of registration of Conveyance Deed. For the purpose of the same, the Seller shall provide NOC's etc. as may be required by the Allottee(s).

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Seller does not create a binding obligation on the part of the Seller or the Allottee(s) until, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Seller. If the Allottee(s) fails to execute and deliver to the Seller 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 Seller, then the Seller 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), the Seller shall be entitled to cancel the allotment of the Row House and forfeit Earnest Amount or all sums deposited by the Allottee(s), whichever is less, and refund the balance to the Allottee(s) without any interest within after the sale of the Row House to a new allottee/buyer from the amounts realised from the such new allottee/buyer.

21. ENTIRE AGREEMENT:

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This Agreement, along with its schedules, annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Row House. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing, duly signed and executed by and between the Parties.

22. RIGHT TO AMEND:

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

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

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Row House and the Said Project shall equally be applicable to and enforceable against and by all occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Row House, in case of a transfer, as the said obligations go along with the Row House for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Row House is permissive or hostile.

The Allottee(s) shall at all times be bound to furnish to the Seller/Resident's Society, copy of the Agreement to Sell, Sale Deed or whatever document is prepared to transfer the subject Row House to any other person.

24. BROKERAGE:

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

25. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Seller shall be solely entitled to receive the refund of all amounts paid by the Seller to various authorities in respect of the Said Project.

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26. WAIVER NOT A LIMITATION TO ENFORCE:

- 26.1 The Seller may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) 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(s) that exercise of discretion by the Seller in the case of one allottee shall not be construed to be a precedent and /or binding on the Seller to exercise such discretion in the case of other allottees.
- 26.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

27. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Subject to the decision of the Residents' Society, wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Township, the same shall be the proportion which the built up area of the Row House bears to the total built up area of all the units in the Whole Project, as the case may be.

29. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated

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herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Seller through its authorized signatory at the Seller's Office, or at some other place, which may be mutually agreed between the Seller and the Allottee(s), and after the Agreement is duly executed by the Allottee(s) and the Seller or simultaneously with the execution the said Agreement if so needed, by the Allottee(s) shall be registered at any office of the Sub-Registrar at----- Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

31. NOTICES:

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post to the party at their respective addresses specified below :-

M/s Akshat Apartments Private Limited	Allottee(s)

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

32. JOINT ALLOTTEE:

That in case there are Joint Allottee(s) all communications shall be sent by the Seller to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

33. SAVINGS:

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

34. GOVERNING LAW:

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That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

35. DISPUTES:

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

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for Sale at Jaipur 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

Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)
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Signed and delivered by the within named Seller in the presence of witnesses at on

<u>Seller</u> _____
Name
Signature
Designation

<u>WITNESSES</u>
1- Signature
Name

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Address
2- Signature
Name
Address

SCHEDULE-A
(Description of Project Land)

1. The Project Land comprises of the following plots -

Sr. No	Plot No.	Area in Sq. Yard of the plot
	I-1	309.58
	I-2	198.33
	I-3	202.6
	I-4	207.09
	I-5	201.3
	I-6	210.81
	I-7	207.29
	I-8	203.1
	I-9	296.93
	I-10	237.3
	I-11	158.19
	I-12	158.19
	I-13	158.19
	I-14	158.19
	I-15	158.19
	I-16	157.85
	I-17	158.19
	I-18	158.19
	I-19	231.92
	Total Area:	3771.43

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Note: Patta(s) of Plot nos. I-10, I-11 and I-12 are retained by JDA, which shall be released in favour of Seller upon completion of development work of Common Areas to be developed with Said Project.

2. Latitude/ Longitude of the end points of the Said Project:

Latitude:-26°55'23.07°N, 75°40'36.27°E & 26°55'22.47°N, 75°40'37.68°E
to

Longitude:- 26°55'27.00°N, 75°40'37.43°E & 26°55'26.45°N,
75°40'38.82°E

3. Other details of the location of the Project Land:

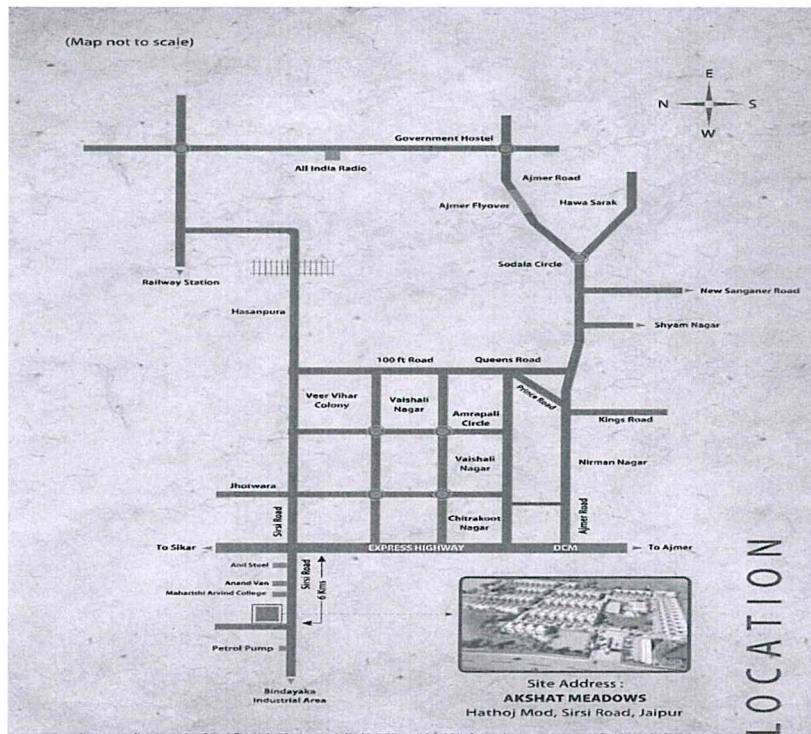
4. Location Map:

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SCHEDULE- B

(Description of the Row House)

Row House:

- (i) Row House No. _____ being developed upon Row House Plot No. _____ (as detailed below);
- (ii) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft. and exclusive verandah area of _____ Sq ft.;
- (iii) Built Up Area _____ sq. ft.;

Row House Plot:

Row House is being developed upon residential plot bearing No. _____ admeasuring _____ Sq. Mt. (_____ sq. Yard) in the Said Project, corresponding to khasra no. _____, situated at _____ (hereinafter referred to as "**Row House Plot**"), in respect of which Patta dated _____ was executed by JDA in favour of the Seller, which was registered with Sub-Registrar-_____ on _____ at Book No. _____ Vol. No. _____ Page No. _____ Serial No. _____ and additional book no. _____ vol. no. _____ and page no. _____. The Row House Plot is bounded on all sides as under: -

A. Towards its East by: _____

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- B. Towards its West by: _____
C. Toward its North by: _____
D. Towards its South by: _____

The specifications for construction of the Row House upon the Row House Plot as per the approved site plan of the Row House Plot are as follows:

- a. Construction upto _____ mtrs height (Maximum permissible height);
b. Set backs: Front-
Rear-
Side- 1-
Side-2-
c. Stories: _____
d. Maximum Plinth Height: _____

SCHEDULE-C

(Floor Plan of the Row House)

Enclosed

SCHEDULE- D

(Payment Details for the Row House)

1. At the Time Booking- 10%
2. On completion of DPC-10%
3. On Completion of Ground Floor Roof Slab - 10%
4. On Completion of First Floor Slab-10%
5. On completion of Internal Plaster- 10%
6. On Completion of Flooring of bedrooms & Drawing/ Dining rooms 10%
7. On completion of external plaster-10%
8. On Completion Sewerage, Rain Water Harvesting, Water Supply and Electrical Supply lines – 10%
9. On Completion of Road and Street Light work – 10%
10. On Completion of internal finishing-05%
11. On Possession+ Maintenance Deposit-05%

SCHEDULE- E

(Specifications, facilities, amenities which are part of the Row House)

FLOORING

- Vetrified Tiles in all the Bedrooms, Drawing/Dining area

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- Group V antiskid ceramic tiles for bathroom, balcony, store, utility areas and servant quarters.

ELECTRICAL

- Geysers, Exhaust Fans, Ceiling Fans & Lights
- Provision for installation of Split AC in each room.
- Provision of installation of inverter in each unit.
- Modular switches
- Provision for EPABX
- Provision for DTH installation at terrace of each unit and TV points in each bedroom, living and Dining room..

INTERIOR

- POP & OBD Paint on walls.
- POP Cornice bedings in Drawing & Dining Ceilings.

TOILETS

- Sanitary Ware & CP Fittings.
- Glazed Tiles up to 7ft. height.
- Granite Basin counter in Master Toilet.

DOORS AND WINDOWS

- Wooden Door & Windows Frames.
- Wooden window shutters.
-

KITCHEN

Semi Modular Kitchen

SCHEDULE-F**Stage Wise Time Schedule of Completion of Said Project**

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
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1.	Completion of Structure of the Row House	October, 2019	
2.	Completion of internal works of the Row House like plastering, plumbing, electrification, tiling, fixation of fittings and paint	31 st March, 2020	
3.	Provision of civic infrastructure like water, electricity, sanitation	30 th June, 2020	
4.	Finishing	31 st October, 2020	

SCHEDULE-G

(Details of Salient Features of the Said Project)

The Said Project is a part of the Whole Project and has the following salient features:

- i. Car parking inside the house;
- ii. Cement paver road,
- iii. Approach road to row houses well lit.

SCHEDULE-H

(Details of development work/external development works in the Said Project)

1. Sewerage line, Rain Water Harvesting, Water Supply, Electrical Supply
2. Road and Street Light

Schedule-I

(Details of specification of material used in construction)

All ISI marked products or standard products as per industry standards shall be used in construction.

Schedule-J

(Developed Common Areas and Facilities of Akshat Meadows)

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- Club House;
- Waste water disposal management;
- Rain water harvesting system;
- Power Supply arrangements.

Schedule-K

(Common Areas and Facilities to be developed with the Said Project)

- Half basket ball Court;
- Open Badminton Court;
- Skating Ring;
- Walking Track;
- Park;

Annexure-I

(Layout plan of the Said Project)

Annexure-II

(Layout/Site Plan of the Row House Plot)

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