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Allotment Letter

Date _____

First Applicant:

Co Applicant:

Mr. _____

Dear Sir/Madam,

This is in response to your application dated _____ for allotment. We are pleased to inform that you have been provisionally allotted Flat bearing No. _____ on _____ Floor, In Block/Tower _____, measuring _____ Sq Ft. (Carpet Area) in "Jewel Of India ".being developed at Plot No. 180, 181,184,186, Village Jhalana Dungar, JLN Marg, Sanganer , Jaipur, Rajasthan -302018 .

The provisional allotment of the apartment is subject to the terms and conditions as contained in application form further subject to the terms of the agreement to sell and shall prevail over all the other terms and conditions given in our registration form and any other sale documents/marketing material. You are requested to quote the allotment number in all future communication with us.

For any clarification and assistance you may visit our office at Plot No. 180,181,184,186,,Village Jhalana Dungar,JLN Marg, Jaipur, Rajasthan -302018 .We would be happy to assist you, in this regard.

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

Application Detail

Application No.

Allotted Unit Detail

Unit No.

Floor:

Block:

Category:

Carpet Area:

Total Unit Cost:

Warm Regards,

For M/s Suncity Projects Private Limited

(Authorized Signatory)



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Agreement for Sale

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

By and Between

M/s Suncity Projects Pvt. Ltd. (CIN No.U45201DL1996PTC083915) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at LGF-10, Vasant Square, Plot-A, Sector B, Pocket – V, Community Centre, VasantKunj, New Delhi – 110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram-122002, Haryana and its PAN is....., represented by its authorized signatory.....(Aadhaar No.) authorized vide board resolution dated hereinafter referred to as the "PROMOTER" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest);

AND

M/s Jai Drinks Pvt. Ltd. (CIN No.U15541RJ1966PTC001209) a company incorporated under the provision of the Companies Act, 1956 having its registered office at 52, Janpath, New Delhi represented by its authorized signatory(Aadhaar No.) authorized vide board resolution dated hereinafter referred to as the "Land Owner" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest);

The PROMOTER and the Land Owner shall hereinafter be collectively referred to as party of the FIRST PART.

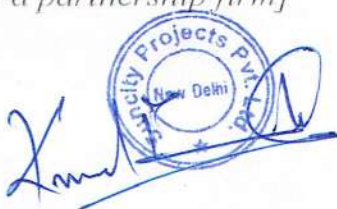
AND

[if the allottee is an individual]

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

OR

[if the allottee is a partnership firm]



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

OR

[if the allottee is a company]

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

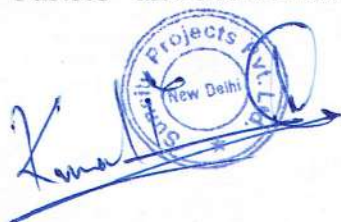
OR

[if the allottee is HUF]

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

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

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



INTERPRETATIONS/ DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Apartment" means the Residential Unit No. _____ in Tower _____ (floor to be counted from Ground level as Zero or '0' floor above it to be First floor and above it to be second floor so on so forth) in the Project as agreed to be sold by the PROMOTER and the Land Owner to the Allottee(s).
- (c) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the builtup area;
- (d) "Common Services" Includes all the services employed by the Maintenance Society for the security & maintenance of the common areas including open areas and all the service providers etc.
- (e) "EDC" means External Development Charges payable to the Govt. of Rajasthan or any authority under laws and the terms of the permissions & sanctions, if applicable.
- (f) "Interest Rate" means the the State Bank of India highest marginal cost of lending rate plus 2% or such other rate as may be applicable from time to time as per the Act and Rules.
- (g) "Limited Common Area" means those common areas and facilities which are designated in writing by the PROMOTER before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments, Covered Parking , Open Space Parking, Roof/Terrace, Cafeteria, Storages, Private Garden Area attached with the Ground Floor Unit or any other area or portion earmarked for a particular apartment(s) by the PROMOTER shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Apartment to the exclusion of other allottees.
- (h) "Maintenance Agreement" means a tripartite agreement made by and between the PROMOTER, Maintenance Agency and the Purchaser which shall be executed between the parties within 3 months from the date of execution of sale deed for the maintenance and upkeep of the Project by the Maintenance Agency.



- (i) "Maintenance Society" shall mean the registered 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;
- (j) "Para" means a Para of this Agreement;
- (k) "Phase-I" means the phase comprising of 8 towers (Tower A-H) consisting of residential apartments plus the Club House, 5 lac sqft total basements for parking and services, proportionate land scape area of the whole complex(i) "Project" means the Jewel of India, Complex comprising of Residential Apartments and Commercial Units alongwith Club, Convenient store and other amenities being developed by the PROMOTER on the land being owned by the Owner in village JhalanaDungar, Jaipur, Rajasthan.
- (l) "Regulation" means the Regulation made under the Act;
- (m) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (n) "Salable Area" means the bulup area plus the proportionate common area of the complex/ tower
- (o) "Schedule" means the Schedule attached to this Agreement;
- (p) "Schedule of Payment" means the payment plan and/or time and date of payment of installments as agreed by the Allottee(s) in accordance with Term 1.4 of this agreementherewith.
- (q) "Section" means the section of the Act.
- (r) "Specifications" means the tentative specifications of the said apartment and the said building and more specifically described in schedule- 5 attached herewith.

(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& LAND OWNER DECLARE THAT,-

- A. M/s Jai Drinks Pvt. Ltd. by virtue of two sub lease deeds (i) Sub Lease Deed dated 21.03.1967 registered as document no. 645 in book no. 1, Volume No. 308/A on pages 71-78 on 14.04.1967 and (ii) Sub Lease dated 23.02.1972 registered as document no. 2568 in Book No. 1, Volume No. 364 on pages 281-290 on 28.07.1972, both registered in the office of the Sub Registrar, Jaipur, acquired the right, title and interest in the land admeasuring (i) 132



Bighas 5 Biswas, comprising in KhasraNos, 115 and 115/195 situated in revenue estate of Village Manpura, Jaipur and Khasra Nos. 15, 521, 14,16,524,527 and 528 in Village JhalanaDungar, Jaipur and (ii) land admeasuring 73 Bigha 3 Biswa, forming part of Khasra Nos. 18, 522, 525, 526 and 530 situated in revenue estate of Village JhalanaDungar, Jaipur, respectively aggregating to 45 acres from M/s Capstan Meter (India) Ltd having the lease hold rights of land after obtaining the permission of Government of Rajasthan .

- B. Thereafter, the Land Owner and PROMOTER had entered into Collaboration Agreement dated 07.09.2005, Supplementary Agreement dated 04.01.2007, Supplementary Agreement-II dated 24.04.2012, Supplementary Agreement-III dated 21.01.2014 and Supplementary Agreement-IV dated 25.04.2017 for the development of land comprised in Khasra No. 521 (New No. 184/474 & 185), 522 (New No. 184), 524(New No. 181), 528 (New No. 180), 530 (New No. 186) admeasuring 19 Acres (approx.) situated in Village JhalanaDungar, Jaipur, (hereinafter referred to as the "said land") into Residential Group Housing Complex comprising of Residential and Commercial Units on the terms and conditions agreed between them. Proper stamp duty has been paid on the aforesaid agreements by the PROMOTER and the Land Owner in compliance of order passed by the Collector (Stamp) Circle-I, Jaipur. In terms of the aforesaid Agreements, the Promoter/Land Owner is empowered to obtain necessary sanctions, amendment to sanctions as may become necessary from time to time, to construct and market the project upon receipt of necessary regulatory approvals.
- C In accordance to the terms and conditions of the agreements, after grant of sanctions to the building plans the Land Owner has handed over the possession of said land to the PROMOTER for the purpose of construction. The PROMOTER is entitled to undertake all activities for the development of the project. The Land Owner has handed over the said land to be used by the PROMOTER for the development of the project without any interference.
- D. Therefore, the PROMOTER being authorized and entitled under the aforesaid agreements, had obtained necessary permissions and approvals for development and construction of the residential Group Housing/commercial Project on the land measuring 74147 sq. mtrs out of the land admeasuring said land on payment of Conversion Charges to the Jaipur Development



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Authority, however, an area measuring 2529sq. mtrs. have been surrendered for development of Road. As such, the PROMOTER is in the process of construction and development of the said land having total area admeasuring of 71618Sq. Mtr. (after surrender of 2529Sq. mtrs. under road) (hereinafter referred to as 'Project Land' and more fully described in the Schedule-I), the Said Project has been named as **"Jewel of India-Jaipur"**

- E. The Party of the First Part is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the PROMOTER and Land Owner regarding the said land on which Project is to be constructed have been completed.
- F. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number JDA/SS/BPC(BP)/2014/D-2613 dt 31.10.2014.
- G. The Land is free from all encumbrances.
- H. The PROMOTER has conceived, planned and is in the process of constructing and developing a real estate project known as **'Jewel of India'**, (hereinafter referred to as the 'Project') after getting necessary permissions/-approvals from the concerned competent authorities and which inter-alia comprising of apartments/ 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 71618square meters situated at JhalanaDungar, Jaipur and latitude & longitude of the end points of the Project are :-

Co-ordinates	Latitude	Longitude
A	26°51'21''	75° 48' 17''
B	26°51'29''	75° 48' 17''
C	26°51'31''	75° 48' 09''
D	26°51'23''	75° 48' 07''
E	26°51'24''	75° 48' 13''

The co-ordinates for the Phase-1 of the project are:

Co-ordinates	Latitude	Longitude
A1	26°51'22''	75° 48' 11''



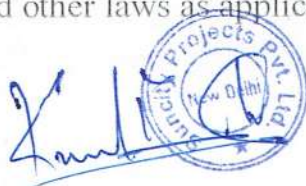
A2	26°51'24''	75° 48' 14''
B1	26°51'31''	75° 48' 10''
C	26°51'31''	75° 48' 09''
E	26°51'23''	75° 48' 07''

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

- I. the Phase-I of the Project has been registered with the Real Estate Regulatory Authority, Rajasthan 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.suncityprojects.com) of the Authority.
 - (i) the layout plan/ site plan of the Project) has been sanctioned vide JDA/ S.S./ BPC(BP)/2014/D-2613 Dt. 31.10.2014 by the Jaipur Development Authority, and copy of which is enclosed as Schedule-II. Revision of this plan was approved in BPC No.(BP) 187 Dt. 26.10.2016.
 - (ii) The project for the purpose of construction, sales and delivery phases has been divided by the PROMOTERS in various phases.
- J. approval of specifications of the Project and permission of building construction upto 60 meters height under the relevant legal provisions has been accorded vide No. AAI/NOC/2012/227/250-54 dated 03.08.2012 and subsequent NOC bearing number AAI/RHQ/NR/ATM/NOC/2012/227/594-597 dated 30.05.2016 by the Airport Authority of India. The specifications of the Project are as under :-

Earthquake Resistant Structure, 2 Levels of basement, 24 hour power backup, LED lights in common area, approx. 40,000 sq. ft. club house, large landscape gardens, Sports facilities, kids play areas and as mentioned in the Schedule 6

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 Apartment No..... and for tower/ block of the Project is given in Schedule-3.
- L. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-
- (i) Fire Fighting System, Fire Evacuation Services
 - (ii) Water Treatment Plant for water purification as per suitable capacity according to density.
 - (iii) Renewal Energy sources as per environmental norms.
- M. the details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-
- (i) As per the electricity norms in Rajasthan electricity supply including street lighting, DG Power Back up (Captive Power).
 - (ii) STP for treatment of waste and sewerage water according to population density as per service plan.
 - (iii) Sewerage Treated water will be used in horticulture, irrigation and flushing purpose.
- N. the details of other external development works to be taken for the Project are as under :-
- External Planters, Water Body, Drainage System, Sewer Drainage System, Rain Water Harvesting, Provision for Gas Pipeline, Swimming Pool, The Club House , 24 Hrs. Power Back Up
- O. The details of specifications of material used in construction are as under:-
- (i) RCC Frame Structure
 - (ii) Fly Ash Bricks
 - (iii) POP and Gypsum Plaster
 - (iv) Tiles, Imported Marbles, and Indian Marbles
- 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 above-mentioned internal/external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed
Phase -1	March 2019	Tower A to H with respective common areas, The club House, Land Scape Area, Entry gates, Services w.r.t. Phase -1 Like STP, Electricity, Water Treatment Plant, Rain Water Harvesting pits

- Q. Temporary fire NOC for the Project has been accorded by the Chief Fire Safety Officer, Jaipur Municipal Corporation, vide No. F.9 (127) AA.FA/J.N.Ni/13-14/1891 Dt. 30.10.2013 and subsequent NOC vide no. F.9() AA.FA/J.N.N/16-17/2005 dated 03.03.2017
- R. The Airport Authority of India has also granted NOC for height clearance for the Project vide No. AAI/NOC/2012/227/250-54 dated 03.08.2012 and subsequent NOC bearing number AAI/RHQ/NR/ATM/NOC/2012/227/594-597 dated 30.05.2016.
- S. Environmental Clearance from the department concerned has been obtained for the Project vide No. 21-58/2008-IA.III Dt. 18.08.2008 by Ministry of Environment and Forest, Government of India and subsequent clearance vide no. F1(4)/SEIAA/SEAC-Raj/Sectt/Project/Cat.8(a)B2(1352)/14-15 dated 11.03.2016 by State Level Environment Impact Assessment Authority, Rajasthan, Jaipur
- T. the PROMOTER has opened a separate account in Branch Janpath, New Delhi of ICICI Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- U. The Allottee(s), being aware of the Project and details given in the brochure/prospectus, and advertisement published by the PROMOTER and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase an Apartment (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words

Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/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.

- V. The Allottee has applied for allotment of an apartment in the Project vide application Form dated and has been allotted apartment no. having carpet area of square feet, type, on floor in [tower/block/building] no. ("Building") along with _____ garage/covered parking which is to be earmarked at the time of possession as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

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

That the Allottee understands that the PROMOTER is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the PROMOTER in respect of it.

The Allottee acknowledges that PROMOTER has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Flat and has not relied upon and is not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Project/Said Unit. The Allottee is also aware of the infrastructure status of the area, risk perceptions and price fluctuations which are related to



real estate sector and Indian economy in general and this area in particular and is entering into this transaction after full understanding of all the factors, terms and conditions of this Agreement.

The PROMOTER is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Land Owners regarding the Project Land on which the Project is being developed have been completed.

- 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 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 PROMOTER hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/covered parking (if applicable) as specified in para V.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the PROMOTER hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para 'V'
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**")
(Give break-up and description):-



Block/Building/Tower No. :	Rate of Apartment per Square feet
Apartment no. :	
Type	
Floor	
Club charges	
PLC (Preferential Location Charges)	
Cost of exclusive balcony or verandah areas	
Cost of exclusive open terrace areas	
Power Back-up Charges	
Maintenance Charges for 2 months	
Cost of Outer wall	
Cost of Proportionate Common Area	
IFMS	
Total Price (in Rupees)	-----

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

Explanation :

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the PROMOTER towards the Apartment as mentioned in Para 'V'.
- (ii) The Allottee shall be separately liable and responsible to pay All taxes like value Added Tax, Service Tax /GST and Cess or any other similar taxes which may be levied , in connection with the construction of the said project .All taxes, levies, cess shall be charged in addition to the total price.
- (iv) The Allottee shall also be liable to pay maintenance deposit/IFMS, upfront maintenance charges, documentation charges, stamp duty,

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text 'Project' at the top and 'New Delhi' at the bottom.

registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit/IFMS and Upfront Maintenance Charges shall be transferred to the Maintenance Society /Association of Allottees or its nominee at the time of conveyance of common areas and facilities to the Association without any interest. However, the PROMOTER shall have right to deduct from IFMS the maintenance charges unpaid by the Allottee before transferring the IFMS to the Society. Details of the total price as above payable by the Allottee(s) to the PROMOTER has been particularly described in **Term No. 1.2 above.**

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

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

The Maintenance charges shall be charged after expiry of 2 months from the date of offer of possession on the monthly basis or taking of the possession of the apartment, whichever is earlier. The Maintenance charges shall be charged on the basis of actual cost incurred plus 10% by the first party or its nominee. The Maintenance charges will be charged by the PROMOTER till the maintenance of the concerned phases or project as a whole is taken over by the Registered society of the Allottees or by its nominee. The charges thereafter as defined by the society will be charged by the society or its nominee.

- (iv) 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;

- (v) The Total Price of Apartment includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project. The prices hereinabove have been ascertained after considering the impact of Goods & Services Tax on cost of 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 'U' above, the PROMOTER has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given below :-



Stage of development works & 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 and the land owner may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments, as mutually agreed 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 and the Land Owner.

1.6 It is agreed that the PROMOTER shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment 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 to the Allottee after in construction of the building is complete and the necessary Occupancy/Completion certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is reduction in the carpet area than the PROMOTER shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the

Allottee, the PROMOTER may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

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

- (i) The Allottee(s) shall have exclusive ownership of the Apartment.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the PROMOTER shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

1.9 It is made clear by the PROMOTER and the Allottee agrees that the Apartment along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for



the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

- 1.10 The PROMOTER agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of 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 Apartment 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, 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 sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the PROMOTER hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment 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).
- 1.12 All costs , charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed , if any, pursuant to this agreement , including stamp duty on this agreement , legal fees , if any, shall be borne and paid solely by 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



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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 ----- payable at ----- .

In terms of the provisions of section 194-IA of the Income Tax Ac, 1961, the Allottee(s) has to deduct TDS @ 1% out of the installment which is to be paid to the First Party and the said Project is being jointly developed by M/s Suncity Projects Pvt. Ltd. and M/s Jai Drinks Pvt. Ltd. as per the mutually agreed terms the buyer are obliged to deposit/pay TDS amount to the Credit of Central Government in the name of M/s Suncity Projects Pvt. Ltd. and M/s Jai Drinks Pvt. Ltd. in the following manner.

Name of Seller/ Transferor	Address	PAN No.	Ratio for TDS /deposition
Suncity Projects Pvt. Ltd.	LGF-10, VasantKunj Square Mall, VasantKunj, New Delhi -70	AABCS8906K	63%
Jai Drinks Pvt. Ltd.	JawharLal Nehru Marg, Jaipur, Rajasthan – 302018	AAACJ4639F	37%

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 laws. The PROMOTER shall not be responsible towards any third party making payment/remittances on behalf of Allottee, and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the PROMOTER shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

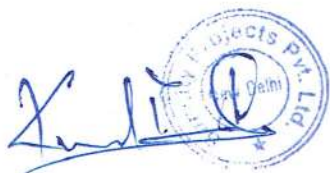
The Allottee authorized the PROMOTER to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment/Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the PROMOTER to adjust his payments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

5. TIME IS ESSENCE :

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

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the PROMOTER. The PROMOTER shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the



PROMOTER undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the PROMOTER shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 **Schedule for possession of the said Apartment**– The PROMOTER agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The PROMOTER assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on-----, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the Apartment, 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 on which termination became effective. 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 necessary certificate from the competent authority shall offer in writing the possession of the Apartment, 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 Maintenance Charges shall be @ actual cost incurred + 10% of the actual cost. The Maintenance Charges shall be calculated on the basis of Salable area (sum of builtup area + proportionate common area) of Apartment X Rate of Maintenance Charges. The PROMOTER shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of Apartment-** Upon receiving a written intimation from the PROMOTER as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the PROMOTER shall give possession of the Apartment 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 necessary certificate and handing over physical possession of the Apartment 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.

It is made clear that Allottee(s) is under an obligation to take possession of the Apartment without making any delay within a period of 2 months from the date of Offer of Possession issued by the PROMOTER subject to payment of all dues.



- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the PROMOTER to the Allottee(s) within forty-five days of such cancellation.

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

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

Provided that where if the Allottee does not intent to withdraw from the Project the PROMOTER shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, 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 First Party hereby represents and warrants to the Allottee(s) as follows:

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "PROJECT PROMOTER" at the top and "New Delhi" at the bottom, with a star in the center.

- (i) The PROMOTER and Land owner have 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due 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 pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the PROMOTER in respect of the said Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

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



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

- (i) Stop making further payments to the PROMOTER as demanded by the PROMOTER. If the Allottee(s) stops making payments, the PROMOTER shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the PROMOTER shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

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

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



Provided that the PROMOTER shall intimate ,the Allottee about such termination at least thirty days prior to such termination

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the PROMOTER to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the PROMOTER is made by the Allottee(s).

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

The PROMOTER shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance for two months from the date of offer of possession has been included in the Total Price of the Apartment.

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

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to the notice of the PROMOTER within a period of five years by the allottee from the date of handing over possession or First Occupation whichever is earlier, 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. In this case it is important to note that their can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the PROMOTER shall not be liable as stated above. In case of any other defect pointed by the allottee, the same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act.

However in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or any damaged caused due to force majeure shall not be covered under defect liability period.

It is made clear that in the event allottee(s) make changes in the Apartment or building, voluntarily without permission of maintenance agency or association or the PROMOTER which affects the structure of the building or makes any other material changes which causes disturbance to the peaceful habitation of other allottees then in that event the PROMOTER shall not be liable to remove or correct the defect.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The PROMOTER/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the PROMOTER/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:



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

15. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- (i) the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot,
- (ii) all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the PROMOTER/ Maintenance Association and nowhere else. 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
- (iii) The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the PROMOTER or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (iv) That the said ownership rights in the said Flat have been agreed to sold to the Allottee only for the specified purpose of being used as



Residential purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the said Premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the PROMOTER shall be entitled to take steps to enforce the conditions laid down in this clause apart from the PROMOTER's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the PROMOTER may decide for restraining the Allottee from making a use prohibited by this Agreement.

- (v) That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other flats and/or Common Area / Common Parts/ Facility in the Complex.
- (vi) That the Allottee shall not do or suffer anything to be done in or about the said Flat which may tend to cause damages to any Common Area/ Roads/ Streets in the Complex or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- (vii) That the Allottee shall not at any time demolish the structure of the said flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof.
- (viii) That the ALLOTTEE may, however, make suitable changes in the said Flat as provided hereinafter without causing damage or harm to the structure of said Flat & architectural aspect thereof but only with the prior approval/consent of the PROMOTER in writing.
- (ix) That the ALLOTTEE shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, or any external wall of the Flat, which in the opinion of PROMOTER differ from the overall scheme of the Complex.
- (x) That neither the Allottee nor the occupant of the said Flat shall put up any signboard, hoardings, publicity or advertisement material, outside the Flat or anywhere in the Common Area / common Parts. The



Allottees shall be allowed to put up his name-plate at the space provided by the PROMOTER for this purpose.

- (xi) That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the PROMOTER and the PROMOTER shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The PROMOTER shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the PROMOTER in respect of such goods/things.
- (xii) That any explosives, combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by the Allottee under any circumstances in the said Flat.
- (xiii) That the ALLOTTEE shall carry out day-to-day maintenance of the said Flat and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Flat at its own costs without affecting and disturbing other flat/Units/office spaces holders.
- (xiv) That he shall comply with and carry out, from time to time, after it has taken possession (as defined in this Agreement) of the Flat all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Flat, at his own cost and keep the PROMOTER indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- (xv) The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the PROMOTER on behalf of the Flat owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.



- (xvi) The PROMOTER shall facilitate the electricity connection for the said apartment and Allottee shall be required to maintain separate electric connection for the said Flat in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The ALLOTTEE has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Flat and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Flat. However, cabling, MCB main switch will be provided by the PROMOTER.
- (xvii) The Allottee shall be permitted to carry out at his / her own cost but without damaging the main structure of the said Flat as well as ceiling, etc inside the premises of the Flat, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.,
- (xviii) The Allottee(s) shall be liable to pay 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 Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the PROMOTER has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the PROMOTER within 15 days from the date of notice in this regard from the PROMOTER failing which the PROMOTER shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the PROMOTER paid the said amounts to the concerned

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authorities and ending on the date on which the Allottee(s) pays the said amounts to the PROMOTER.

- (xix) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xx) The Allottee(s) agrees and understands that except the Unit as described in **Schedule-4** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the PROMOTER, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the PROMOTER and he shall be free to deal with it.
- (xxi) The Allottee undertakes not to sub-divide the said Flat, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Flat, in favour of any person / PROMOTER by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person / PROMOTER so inducted by the ALLOTTEE shall also be bound by the terms and conditions of this Agreement. The PROMOTER or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person / PROMOTER / entity who has been inducted in the said Flat, originally agreed to be sold to the ALLOTTEE, irrespective of the fact whether such entry in the Flat of the ALLOTTEE is permissive or hostile.
- (xxii) Each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall pay by allottee in proportion to the carpet area such apportionment shall be made by the PROMOTER or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the PROMOTER such proportionate amount of tax as demanded by the PROMOTER. The Allottee shall comply with and

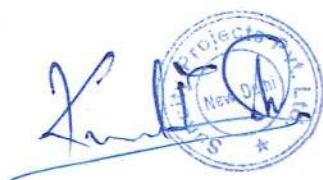
abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be levied on such due amount

- (xxiii) Since the said Flat agreed to be sold is a part of Complex and it is in the interest of the Allottee / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Complex including the common areas and to give an effective hand to the PROMOTER or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the PROMOTER or its nominee and lawful occupants of the various flats in general, to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this purpose, the ALLOTTEE agrees that the PROMOTER or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistance, the security staff of the complex will be at liberty to call upon the ALLOTTEE / lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of security services will not cast any liability of any kind upon the PROMOTER or its nominee.
- (xiv) The Allottee also undertakes, assures and grantees that he/she will not hang any cloths on the railing of the balcony for any drying or for any purpose. He/she use strictly use the physical stands away from the balcony for the same purpose.

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

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

17. ADDITIONAL CONSTRUCTIONS:



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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the PROMOTER. If the Allottee(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes



any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Building, as the case may be.

21. **RIGHT TO AMEND :**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. It is made clear that the Allottee(s) shall be liable to make payment against transfer charges as applicable in the event of transfer/assignment to subsequent Allottee.

23. **WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The PROMOTER and the Land Owner may, at least solve option and discretion, without prejudice to its rights as set 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 and the Land Owner in the case of one allottee shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other allottees.

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

23.3 No waiver shall be effective unless made in writing and signed by waiving party.

24. **SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments/Plots 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 and the Land Owner through their authorized signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER, Land Owner and the Allottee, in -----
----- - after the Agreement is duly executed by the Allottee and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at----- (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----.

28. NOTICES:

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

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

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

29. **JOINT ALLOTTEE:**

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

30. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot 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.

33. ADDITIONAL INFORMATIONS AND DECLARATIONS BY MUTUAL CONSENT OF THE PARTIES HERETO WHICH ARE NOT DEROGATORY TO RERA FORMAT OF AGREEMENT:

- 33.1 (i) After going all the documents, brochures etc, the allottee (s) has satisfied himself in deciding to apply for the allotment and to purchase the unit allotted.
- (ii) The allottee(s) hereby confirm to the PROMOTER that he/her has understood all the laws, rules, regulations, notifications, etc. applicable to the said project and the terms and conditions contained herein. The allottee(s) has clearly read and understood his/her rights, duties, responsibilities, obligations under each and all the clauses of the application for allotment and this agreement.
- (iii) The Allottee(s) fully understand and appreciate that the development of the Project is being undertaken in the phased manner and the Allottee(s) shall not have any objection or cause any hindrance in the course of development of any Phase or other construction activity even after having occupied the unit.
- 33.2 (i). The Allottee(s) shall be liable to pay from the date of offer of possession of his/her apartment, house tax/property tax, firefighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) proportionately.



- (ii). The Allottee(s) agree that during anytime of the construction of the project or even after completion of the project till the same is handed over the association and due handover of the apartment and if the state government allows free-hold conversion of the Project land, then the Allottee(s) shall be liable to pay their proportionate share of free hold conversion charges determined by the Government. The decision of the first party as to pay the free hold conversion charges etc. shall be final and binding on the allottee(s). In case the Allottee(s) fails to pay their share of free hold conversion charges, the PROMOTER is at liberty to deposit the said amount and recover the same from the Allottee(s) alongwith interest on such payment made for and on behalf of the Allottee(s).
- 33.3 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Agreement to Sell, whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the PROMOTER, as the payment plan mentioned above on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 9.3 as stated above.
- 33.4 In addition to term 9.3, following occurrences shall be considered as Allottee's default and shall be governed by term 9.3:
- (i) Failure to take over the said apartment for occupation and use within the time stipulated by the developer.
 - (ii) Failure to execute the conveyance deed/or any other definitive deed within the time stipulated by the Developer.
 - (iii) Failure, pursuant to a request by the PROMOTER, in terms of this allotment letter to become a member of the association of allottee(s) of the said building/ said complex or to pay the subscription charges



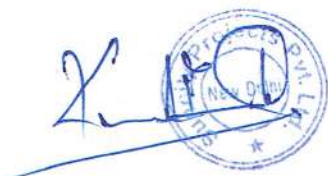
etc. as may be required by the developer or association of allottee(s), as the case may be.

- (iv) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the PROMOTER.
- (v) Dishonor of any cheque(s) including post-dated cheques given by the Allottee(s) for any reason whatsoever.
- (vi) Sale/transfer/disposal of/dealing with, in any manner, the reserved parking space independent of the said apartment.
- (vii) Any other acts, deeds or things which Allottee(s) may commit, omit or fail to perform in terms of this Agreement, deed of license, any other undertaking, deed etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Developer in this regards shall be final and binding on the Allottee(s).

33.5 The Allottee(s) in the Ground Floor shall have exclusive rights of usage of a small area of the lawn/green area adjacent to their apartment known as private garden, for which earmarking shall be done by the PROMOTER, However, the Allottee(s) shall not entitled to raise any construction on the said lawn/green area.

33.6 PARKING:

The Allottee understands that the project comprises of open and covereparking spaces spread across the Project. For day today comfort of all residents the PROMOTER has earmarked covered parking space for the exclusive use of each unit and theAllottee shall use the parking space allotted to him/her. Only the Visitors will be allowed to use the Open Parking space on hourly basis.Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The unallotted parking space shall form part of the Limited Common Areas and Facilities of the said Project. The Allottee agrees that



the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said Flat under any of the provisions of this Agreement.

33.7 SIGNAGE:

The PROMOTER shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Building/Complex, and common area and use such open, free space for brand promotion etc. The Allottee shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within and/or outside the Building/Complex.

33.8 RIGHT TO USE:

That save and except the ownership rights in respect of th Apartment and the right to use and enjoyment of Common Areas/facilities like lift, corridor and the right of ingress and egress over or in respect of any of the Common Areas, such as lobbies, staircases, corridors etc. or any part thereof, the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever in the Project which shall always remain the absolute property of the PROMOTER until the PROMOTER specifically transfer or assign any/all such right(s) or title to any other person(s) or agency.

33.9 INTERIOR ADAPTION:

- i. if the Allottee intends to carry out the interior adaptations and interior works in the Apartment/unit and seeks permission thereof, the PROMOTER / Maintenance Society may permit the same subject to the following conditions.
- ii. Further payments due under the Agreement towards security deposit, maintenance charges, etc., are regularly and punctually paid and if any amount payable is in arrears and remains unpaid for a period of thirty (30) days or more after the same has been due or if the Allottee omits to perform and observe any covenant or condition to be performed and observed on the part of the Allottee and continues to do so for a period of thirty (30) days, the PROMOTER shall have the right to cause the Allottee to specifically perform its obligations under this Agreement



and/or to claim damages from the Allottee. Such rights of the PROMOTER/Maintenance Society shall be without prejudice to the other rights/remedies available to the PROMOTER under this Agreement or under the applicable laws. The PROMOTER/Maintenance Society may discontinue any service/amenities to the Allottee(s) until such due payment with relevant rate of interest has been recovered from the Allottee(s). The discontinuation of such amenities/ facilities shall also not discharge the Allottee(s) from these liabilities and same shall be recoverable from him. Further, the PROMOTER shall have right to deduct to due amount from the IFMS before handing over to the Society.

- iii. The work of interior adaptation undertaken by the Allottee shall not obstruct or affect the interior work being done by any other Allottee(s) of the Project and/or the Building or cause any nuisance of any kind, which may be objectionable to the PROMOTER, or any other Allottee(s) of Flat(s) and area(s) in the Project and/or Building. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the PROMOTER/Maintenance Society, the PROMOTER/Maintenance Society shall have the right to cancel the permission forthwith.
- iv. The Allottee shall ensure complete safety of material and the equipment kept in the Apartment/unit, to be used or useable in the interior works undertaken by the Allottee and the PROMOTER/Maintenance Society shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the PROMOTER/Maintenance Society shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself /themselves. The Allottee shall indemnify and keep the PROMOTER/Maintenance Society harmless against all such claims or liabilities.
- v. That Allottee shall be permitted to carry out at his/her own cost but without damaging the main structure of the Apartment/unit as well as false ceiling/ sprinkler system/ smoke detectors provided inside the

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premises, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax, etc., would be the allotted responsibility of the Allottee.

- vi. The Allottee shall comply with all directions/requirements, as stipulated by the PROMOTER/Maintenance Society or its authorized staff while carrying out the interiors in the Apartment/unit.
- vii. The Allottee shall not damage or cause any harm to the structures in the Apartment/unit or any part thereof in the process of carrying out the interiors and in case of any such damage, the Allottee shall be liable to compensate the PROMOTER/Maintenance Society.

33.10 INDEMNIFICATION:

The Allottee(s) further undertakes to indemnify and keep and hold the PROMOTER and the Land Owner indemnified and harmless against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses, which may be made or brought or commenced against the PROMOTER and the Land Owner, for non-compliance with any provisions of Law in respect of the said Apartment by the Allottee(s).

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.



DRAFT

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

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

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

PROMOTER For and on behalf of M/s Suncity Projects Pvt. Ltd.
Name
Signature
Designation

Land Owner For and on behalf of M/s Jai Drinks Pvt. Ltd.
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address



SCHEDULE-1
(Details of land holdings of the PROMOTER and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Village JhalanaDungar	180,181, 184 and 186	71618
	Total Area	71618

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

In North Jaipuria School

In South Jaipuria Hospital Marg.

In East JawaharLal Nehru Marg, Nalla and other's property

In West Jaipuria Hospital and Other's Land

And measuring

North to South 269.57 Meters & 272.99 Meters

East to West 269.15 Meters & 261.07 Meters

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

Co-ordinates	Latitude	Longitude
In North -East	26°51'29"N	75°48'17"E
In South - East	26°51'21"N	75°48'17"E
In South-West	26°51'23"N	75°48'07"E
In North West	26°51'31"N	75°48'09"E

4. The co-ordinates for the Phase-1 of the project are:

Co-ordinates	Latitude	Longitude
South East	26°51'22"	75° 48' 11"
East	26°51'24"	75° 48' 14"
North	26°51'31"	75° 48' 10"
North West	26°51'31"	75° 48' 09"
South West	26°51'23"	75° 48' 07"



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SCHEDULE-2
(Lay-out Plan of the Project)

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SCHEDULE-3
(Floor Plan of the Apartment and Block/ Tower in the Project)

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SCHEDULE-4

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



SCHEDULE-5

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

Living Dining, Lounge, Puja, Master Bedroom & Guest Bed Room

Floor	Imported Marble
Wall	Acrylic Emulsion paint on POP punning
Ceiling	POP false ceiling with Acrylic Emulsion paint

Other Bedroom

Floor	Laminated Wooden Flooring
Wall	Acrylic Emulsion paint on POP punning
Ceiling	POP false ceiling with Acrylic Emulsion paint

Kitchen

Floor	Virtified Tiles
Wall	Virtified/Ceramic Tiles dado
Ceiling	POP false ceiling with Acrylic Emulsion paint
Counter	Granite
Fitting/Fixtures	Moduler Kitchen
LPG/GAS	Provision for Gas pipeline
Water Supply	Treated Water Supply

Balcony

Floor	Virtified Tiles
Wall & Ceiling	Texture paint on wall & OBD on ceiling

Bathrooms

Master bathroom/Powder room floors & wall	Imported Marble & Acrylic Emulssion paint on POP punning
Other Bathroom Floor	Imported Marble
Other Bathroom walls	Virtified tiles & Acrylic Emulsion paint on POP punning
Ceiling	False Ceiling with Acrylic Emulsion paint
Counter	Imported Marble/Granite Counters with wash basins
Fixtures/Fittings	Sanitary fittings of Duravit/Toto or equivalent CP Fitting of Grohe/Kohler or equivalent
Accessories	Geysers, Paper holder, Towel Rods and Towel Rings
Bathtub	In Master Bathroom



Glass shower enclosures	In other bathrooms
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Servant Room

Floor	Ceramic Tiles
Wall & Ceiling	Oil bound distemper
Toilet	Ceramic tiles & Dada, Indian make sanitary wears

Lift Lobby

Floor	Imported Marble in Ground Floor & above Granite in basement
Wall	Imported Marble with Acrylic emulsion in Ground Floor Granite with Acrylic Emulsion in basements
Ceiling	POP false ceiling with Acrylic Emulsion paint

Doors, Windows & Wardrobes

Entrance Door	Hard wood framed polished solid wood door
Internal Doors	Hard wood framed veneer finished flush doors
External Doors & windows	UPVC
Wardrobes	Modular woodwork

Electrical Fitting/fixtures

Copper Wiring, Modular switches of Haveels, Philips or equivalent, energy efficient LED ceiling lights & exhaust fans

Air Conditioning

VRV Air-conditioning

Plumbing

GI piping for water supply

Security Alarm System

Integrated 3 tier security system, access cards and CCTV surveillance

SCHEDULE-6

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

Club Facility:

Gymnasium, Health Spa with salon, Two separate swimming pools (one exclusive for ladies), Banquet Hall, Business Centre with meeting rooms, Bar lounge with snooker, Mini theatre, Reading Area, Space for Deli Confectionary, Day Care & Kids Play Area, Squash Court.

Amenities:

24 hour Power backup, Water Treatment Plant, Laundromat, Car Wash, Convenient Store, essential services such as dry cleaning, ironing store.

