

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

शपथ पत्र

AV 474583

मैं जगदीश शर्मा पुत्र श्री प्रभु नारायण शर्मा उम्र 52 वर्ष, जाति ब्राह्मण निवासी ग्राम श्यामपुराबुहारिया, तहसील सांगानेर, जयपुर अधिकृत हस्ताक्षरकर्ता मैसर्स रिगालिया बिल्डर्स, कार्यालय 6डी, कॉर्पोरेट टॉवर ए-2, जवाहर सर्किल के पास, जे. एल. एन. मार्ग, जयपुर - 302017 शपथ पूर्व घोषणा करता हूँ कि:-

1. यह कि आवासीय परियोजना "रेनबो" (चतुर्थ चरण) के रेरा पंजीकरण के लिए प्रस्तुत किये गये विक्रय अनुबंध (फार्म-जी) की मूल भावना रेरा के नियम एवं एक्ट के अनुसार है।
2. यह कि प्रस्तुत किये गये विक्रय अनुबंध में किसी प्रकार की कमी के लिए मैसर्स रिगालिया बिल्डर्स जिम्मेदार होगी।

For Regalia Builders

जगदीश शर्मा

Auth. Signatory

हस्ताक्षर शपथ ग्रहिता

Identified by,

सत्यापन

मैं, जगदीश शर्मा पुत्र श्री प्रभु नारायण शर्मा उम्र 52 वर्ष, जाति ब्राह्मण निवासी ग्राम श्यामपुराबुहारिया, तहसील सांगानेर, जयपुर अधिकृत हस्ताक्षरकर्ता मैसर्स रिगालिया बिल्डर्स उपरोक्त पेरा 1 व 2 में प्रस्तुत कथन मेरी निजी जानकारी में सत्य है।

For Regalia Builders

जगदीश शर्मा

Auth. Signatory

हस्ताक्षर सत्यापनकर्ता

ATTESTED

NOTARY PUBLIC
JAIPUR (RAJ) INDIA

15 JUL 2021

सख्या 3068 विक्रय पत्र दिनांक 12 JUL 2021
मुद्रांक का मूल्य 5

मुद्रांक का मूल्य 50

क्रेता का नाम
पिता/पति का नाम
निवास स्थान

निवास स्थान
मुद्रांक खरीदने का जॉरिफ तथा सम्बन्धित कार्य का मूल्यांकन

मुद्रांक खरीदने का कार्य का मूल्यांकन

चन्द्र प्रकाश अरोड़ा
ग्राम्य विक्रेता ला.नं. 34/10-11
D-340, मालवीय नगर जयपुर

[illegible]

RAINBOW B1 DRAFT ATS

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ("Agreement") is executed at Jaipur on

BY AND BETWEEN

REGALIA BUILDERS, a partnership firm, (PAN- AAOFR2142L) duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 6D, Corporate Tower A-2, Near Jawahar Circle, JLN Marg, Jaipur-302017 through its Power of Attorney holder , Shri Jagdish Sharma S/o Shri P. N. Sharma R/o Village Shyampura Buhariya, Tehsil- Sanganer, Distt. Jaipur (Aadhar No.XXXX XXXX 2426) duly authorized *vide* Power of Attorney dated **01/07/2021** [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 their legal successor(s), administrator(s), executor(s)& permitted assignee(s) including those of the respective partners] of the **ONE PART**;

AND

..... S/o Aged About Years R/o (PAN) (Aadhaar No.). hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s)& permitted assignees) of the **OTHER PART**.

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

INTERPRETATIONS/DEFINITIONS

For Regalia Builders
6/11/21 21:45
Auth. Signatory

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto.
- a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.
 - b) **"APPLICABLE LAWS"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project.
 - c) **"APARTMENT"** shall mean a space in the Whole Project (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes a flat, a villa and all such units or spaces intended to be used for residential purposes and such other purposes as may be permitted under Applicable Laws.
 - d) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
 - e) **"ALLOTTEE(s)"** means and includes:
 - i. If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s).
 - ii. If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - iii. In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
 - iv. In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
 - f) **APPROVED PLANS** shall mean the plans and designs of Villas & Buildings constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
 - g) **Building/complex** shall mean the multi storied residential Tower **B1** having 13 (S+12) stories 192 Studio Apartments being constructed and developed as the said project upon the project land (as define herein below)
 - h) **"BUILT UP AREA"** of a flat shall mean an area covered by Room, Kitchen, Toilets, Balconies, and Veranda etc. taking external dimension, However 50% area of common walls separating it from other flats shall be taken.
 - i) **"CARPET AREA"** shall mean the net usable floor area of an apartment excluding the area covered by external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Flat, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee(s);

For Regalla Builders
 6/11/21 2:14 PM
 Auth. Signatory

- j) **COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT:** shall mean such common areas, facilities, equipments and spaces in the Whole Project meant for common use of and enjoyment of all the occupants of the Whole Project (as defined herein-below).
- k) **COMMON AREAS AND FACILITIES OF THE SAID PROJECT** shall mean common areas, facilities, equipments and spaces in the Said Project, (as defined herein-below) and more particularly detailed in the **SCHEDULE- B** attached hereto.
- l) **"CONVEYNACE DEED"** (i) in respect of the Apartment shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Apartment is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Facilities of the Said Project/Common Areas and Facilities of the Whole Project shall mean written instrument executed between the Promoter and the Residents' Association through which the ownership of the Common Areas and Common Facilities is transferred in favour of the Residents' Association by the Promoter subject to and in accordance with the terms of this Agreement
- m) **"EARNEST AMOUNT"** shall mean 10% of Total Sale Consideration of the Unit.
- n) **"Flat"** shall mean a space in the building complex intended and/or capable of being independently and exclusively occupied for residential purpose and such other purpose as may be permitted under applicable laws.
- o) **"INTEREST"** means "the interest payable" shall be the State Bank of India highest Marginal Cost of Lending cost plus 2 % and which will be fixed at the time of execution of Sale Agreement.
- p) **"OFFER LETTER"** shall have the meaning ascribed under Clause 7.2 of this Agreement.
- q) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- r) **"PARA"** means Para of this Agreement;
- s) **"PROJECT LAND"** shall mean portion of the Scheduled Land, admeasuring **23887.39 sq. mtrs.** on which the Said Project, being the 2nd Phase of Whole Project, is developed by the Promoter and more particularly described and detailed in in **Part II of Schedule A:**
- t) **"RESIDENTS' ASSOCIATION"** shall mean society, association or a co-operative society, as the case may be, formed by the owners of the Apartments in Said Project (as defined below), which forms part of the Whole Project, for the purpose of maintaining the Common Area and Facilities of Whole Project and Common Area and Facilities of the Said Project and subsequent phases of the Whole Project, as and when the common areas and facilities of such subsequent phases, including the Common Areas and Facilities of Said Project, are handed over to the Residents' Association per the Act. The allottees of subsequent phases shall also become member of the Residents' Association.
- u) **"REGULATION"** means regulations made under the Act;
- v) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- w) **"SCHEDULE"** means the Schedule attached to this Agreement;
- x) **"SECTION"** means the section of the Act.

For Regalia Builders

Auth. Signature

Y1033116

- y) **"SCHEDULED LAND"** shall mean whole of land admeasuring 23887.39 sq. mtrs and thereabouts lying and situated at Village Jirota, Tehsil- Sanganer on which the Whole Project, comprising of different phases, is being developed and more particularly described in **Part I of Schedule- A**.
 - z) **"SAID PROJECT"** shall mean the 4th Phase of Whole Project, being constructed and developed upon the Project Land (Each phase of the project is earmarked upon as Annexure-II) comprising of **192** studio Apartments in B1 Tower Common Area and Facilities of Said Project, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and more particularly detailed in **Schedule-B** attached herewith.
 - aa) **"SUPER BUILT UP AREA"** of an flat shall mean area covered by room, kitchen, toilets, balconies, and veranda etc. However 50% area of common walls separating it from other flat and proportionate share in the common area of the Said Project/ Building shall be taken
 - bb) **"WHOLE PROJECT"** shall mean the residential project comprising of flats, Villas, parking facility, club house, other amenities and facilities etc. constructed / to be constructed in different four phases on the Scheduled Land and known as **"Ashadeep Rainbow"**.
 - cc) **"UNIT"** shall have the meaning ascribed in Recital S of this Agreement.
- II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. A Patta dated 28th November, 2013 was issued by Jaipur Development Authority (hereinafter referred to as the **"JDA"**) in respect of the plot no. GH-01 admeasuring 23887.39 Sq. Mtr situated at Village Jirota, Tehsil Sanganer, Jaipur (more particularly detailed in **Part I of Schedule-A** attached hereto and hereinafter referred to as the **"Scheduled Land"**) for the development of integrated township project in favour of Regalia Builders i.e. Promoter and the same was registered on 02.12.2013 with office of Sub-Registrar, Sanganer (II) at Book No. 1, Vol. No. 248, Page No. 26, Serial No.2013399010266 and Additional Book No. 1, Vol. No.989, Page No. 255 to 266.
- B. Accordingly, the Promoter has a legal title to the Scheduled Land and is absolutely seized and in lawful possession of the Scheduled Land.
- C. The Scheduled Land is earmarked for the purpose of development of an integrated township project comprising of 120 Villas and multistoried residential towers in different phases.
- D. The Promoter being the absolute owner and in possession of the Scheduled Land framed a scheme for developing residential project to be known as **"Ashadeep Rainbow"** upon the Scheduled Land. However, for convenience and ease of construction, sales and marketing, the Whole Project has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project (as defined hereinabove in clause 'y') being the 4th phase of the Whole Project upon the Project Land after getting necessary permissions/approvals from competent authorities. The location details of the Said Project being developed upon the Scheduled Land is fully described in **Part I of Schedule A**.

For Regalia Builders

G. 15/2/14
Auth. Signatory

- E. The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") on dated and the Said Project's Registration Certificate No. is This Registration is valid for a period of years commencing from unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website of the Authority.
- F. The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project, out of which common areas, facilities and amenities, which fall within a particular phase of the Whole Project, would be developed with that phase, like, Common Areas and Facilities of Said Project, which would be common for all the occupants of the Whole Project, irrespective of any phase of the Whole Project. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further agreed by the Allottee(s) that the Common Areas and Facilities of Whole Project would be developed in phases i.e. along with the phase of which such common area/facility/amenity is a part. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the allottees of the Whole Project shall have equal right in the Common Areas and Facilities of the Whole Project and the Allottee(s) shall not obstruct and/or cause any hindrance to any allottees belonging to any phase in the Whole Project.
- G. The following approvals and sanctions have been obtained in respect of the Said Project:-
- (a) Commencement certificate to develop the Said Project granted by Jaipur Development Authority *vide* its approval no ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी. (बी.पी.)/2021/डी-8109 dated 08/07/2021.
 - (b) The layout plan of the Whole Project was approved by Jaipur Development Authority ("JDA") and a Patta dated 28.11.2013 of Plot GH-01 was issued as per details given in Recital A. A copy of the same is enclosed herewith and marked as **Annexure- I**.
 - (c) Approval of the Whole Project with permission of construction of Villas upto 6.5 meters height (G+1 floor) and 8 multistoried residential towers of construction upto 39.70 meters height (G+12 floor) under Applicable Laws has been accorded in the 241th meeting of BPC (BP) held on 12.04.2021 at agenda item No. 13 and JDA conveyed it *vide* Letter No. ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी. (बी.पी.)/2021/डी-8109 dated 08/07/2021.
 - (d) The Promoter has applied to The CFO Nagar Nigam, Jaipur for obtaining Fire NOC for the Whole Project named **Rainbow** *vide* application no. **R-1419** dated 30/01/2017 and the said application is under process.
 - (e) The Airport Authority of India has also granted NOC bearing No. **JAIP/NORTH/B/091516/171615** dated 15-09-2016 for height clearance for the Whole Project.
 - (f) The Promoter has obtained Environmental Clearance from the department concerned *vide* order No. **FI(4)/SEIAA/SBAC-Raj/sectt/Project/Cat.1(a)B1 (15237)/16-17** dated 09/06/2017 and the said application is under process.
- H. The Promoter agrees and undertakes that it shall not make any changes to Approved Plans of the Said Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. The details of the plan of Development Works to be undertaken in the Whole Project including the Said Project including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been provided under **Schedule- E**.

For Regalia Builders
 01/15/2021
 Auth. Signatory

- J. The details of salient features of the Said Project including access to the Said Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Said Project have been specifically provided in **Schedule- B** attached hereto.
- K. The details of other external development works to be taken for the Said Project have been specifically provided in **Schedule- I** attached hereto.
- L. The details of specifications of material used in construction of the Said Project have been specifically provided in **Schedule- J** attached hereto. .
- M. The time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- H** attached hereto.
- N. The Promoter has opened a separate account in Bank of Baroda, Specialized SME Branch, Calgiri Road, Malviya Nagar, Jaipur for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- O. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Project Land on which the Said Project is being developed have been completed.
- P. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the Said Project prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the plans for construction of the Said Project and all the documents referred to in this Agreement and the Allottee(s) stands fully satisfied with the layout of the sanctioned plans and as built drawings and the standard of material being used for construction of the Said Project
- Q. The Allottee(s), being aware of the Said Project and details given above as well as in the advertisement about the Said Project, has applied for allotment and purchase of an Apartment in the Said Project *vide* its registration/application form no. dated ("Registration Form"). The Allottee(s) has also deposited a sum of Rs. (Rupees Only) (hereinafter referred to as "Booking Amount") as an advance payment / booking amount including registration fee and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in Clause 1.4 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- R. On application, as aforesaid, the Allottee(s) has been allotted following Flat in the Said Project:-
 - (a) Flat No. on floor
 - (b)
 - (i) Super Built-up area of sq. ft.
 - (ii) Built-up area of sq. ft
 - (iii) Carpet area of sq. ft.

and pro rata share in the Common Area and Facilities of the Said Project (the layout plan of the said Flat is annexed herewith as **Annexure- III** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "Unit").
- S. The details of floor plan of the Flat No. in Tower No. **Block-.....** the Said Project is given in **Schedule- D**.
- T. 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

For Regalia Builders
 G. K. S. / 21 / 11 / 17
 Auth. Signatory

they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Said Project/Whole Project.

- U. 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.
- V. 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(s) hereby agrees to purchase the said Unit.

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

I. 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 said Unit.
- 1.2 The Total Sale Consideration of the Unit is **Rs. (Rupees Only)**, it also include the consideration for exclusive balcony (hereinafter referred to as "**Total Sale Consideration of Unit**").
The Total Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following (hereinafter referred to as "**Additional Payments**")
 - a) The Buyer(s) agree(s) to pay The GST @ 8% or prevailing rate in force at the time of payment in accordance with rules & regulations under the respective statute.
 - b) Interest Free Maintenance Deposit ("IFMD") ₹..... (Rupees only).
- 1.3 The Total Sale Consideration of Unit and **Additional Payments in respect** of the Unit aggregates to **Rs. (Rupees Only)**, which shall hereinafter be referred to as "**Total Payable Amount**".
- 1.4 The Total Payable Amount above includes the Booking Amount i.e **Rs. (Rupees Only)** paid by the Allottee(s) to the Promoter towards the said Unit as mentioned in Para 'S'. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Amount Payable, shall be paid by the Allottee(s) in addition to Total Amount Payable as per this Agreement.

The Total Payable Amount above includes existing taxes (consisting of taxes paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project payable by the Promoter, by whatever name called) up till the date of offer of possession of the said Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities of the Said Project to the Maintenance Association. However, the Total Amount Payable does not include ;

- i. cost of providing electric connection for the Unit,
- ii. stamp duty, registration charges
- iii. incidental expenses amounting to Rs. 5,000.00 to be paid by Allottee(s)
- iv. Amount payable to PHED for providing water connection from Bisalpur water supply system.
- v. other charges,

Payable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include maintenance charges, which shall determined by the Promoter and payable by Allottee(s) until Common Areas and Common Facilities of the Said Project are not taken over by the Residents' Association. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay

For Regalia Builders
G 115/21 21N
Auth. Signatory

proportionate charges for insurance of Scheduled Land and Whole Project as and when demanded by the Promoter. Provided that in case there is any change/modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/modification/introduction.

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

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule- F** attached hereto ("**Payment Plan**") 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 change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

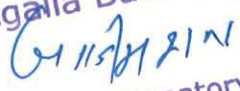
- 1.6 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.7 As mentioned above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of **Rs. (Rupees Only)** out of the Total Payable Amount of **Rs. (Rupees Only)** and the Allottees(s) agrees and undertakes to pay the balance amount of **Rs. (Rupees Only)** of the Total Amount Payable strictly in accordance with the Payment Plan.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, as per this Agreement, he shall be liable to pay interest computed at the Interest rate of 15% p.a., along with taxes including GST for any due under this Agreement.

- 1.8 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-G** in respect of the said Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Common Areas and Facilities of Said Project as described therein at **SCHEDULE-B** in respect of the Said Project without the previous written consent of 2/3rd of allottee(s) of the Said Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, various facilities/ services/ development works/ amenities, which may be provided as part of subsequent phases of Whole Project and which does not form part of Common Areas and Facilities of Said Project, may be changed depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s).

For Regalia Builders

 Auth. Signatory

unless such modification/ alteration in the facility/ service/ development works/ amenities affects the Allottee(s) directly.

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 section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.9 The Promoter shall confirm to the final Carpet/Built Up/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Unit is complete., by furnishing details of the changes, if any, in the Carpet/Built Up/Super Built Up Area. The Total Payable Amount shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet/Built Up/Super Built Up Area then the Promoter shall refund the excess money paid by Allottee(s) within forty five (45) days with interest at Interest rate of 15% p.a. from the date of last installment of Total Payable Amount. If there is any increase in the Carpet/Built Up/Super Built Up Area allotted to the Allottee(s), the Promoter may demand additional consideration, charges, taxes etc from the Allottee(s) with next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.
- 1.10 Subject to clause 9.3, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit , the Allottee(s) shall have the right to the Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the said Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Said Project, which shall stand revised upon completion of Whole Project upon the Scheduled Land, as the Said Project is a part of Whole Project and is being developed as 2nd phase of Whole Project. 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 and Facilities of Said Project to the Residents' Association in accordance with Applicable Laws. .
 - (iii) That the computation of the price of the said Unit includes recovery of price of land, construction of, not only the said Unit but also, the common areas and facilities, internal development charges, external development charges, construction related taxes, cost of providing electric wiring of the said Unit, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas (if required),. and includes cost for providing all other facilities, amenities and specification to be provided within the said Unit and the Said Project as per the Agreement;
 - (iv) The Allottee(s) has the right to visit the Said Project site to assess the extent of development of the Said Project and his Unit with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any mishappening caused to/with Allottee(s) while visiting the site.
- 1.11 The Promoter shall earmark One parking space for the Allottee(s) in the project and shall assign it for right to use by the Allottee(s) of Apartment after completion of Said Project and before delivery of possession of the Unit for proper management and utilization of parking area of the Said Project. It has been explained to the Allottee(s) and the Allottee(s) has agreed that the earmarking of car parking space shall be subject to the guidelines

For Reginald Banders
 6/11/2017
 Auth. Signatory

issued by JDA or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Resident's Association. The Promoter and the Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.

- 1.12 The Allottee(s) agrees and understands that except as expressly provided in Recital 'S' herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole 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.
- 1.13 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.14 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the said Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the said Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the said Unit, 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.
- 1.15 That the Whole Project shall always be known as "**Ashadeep Rainbow**" and the name of the Whole Project shall not be changed except with the prior written consent of the Promoter.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of payable at Jaipur. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall deemed to be date of payment of installment, by the Allottee(s). RTGS can be made in in the account no. with IFSC/RTGS code No. payable at e, Jaipur in the name of

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under 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(s) understands and agrees that in the event of any failure on his/ her part to 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.

For Regalia Builders

 Auth. Signatory

3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter 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(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the said Unit, if any, in his/ her name and the Allottee(s) 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 Said Project as disclosed at the time of registration of the Said Project and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Said Project to the Residents' Association.

6. CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT:

6.1 The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Promoter shall develop the Said Project in accordance with the Approved Plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such Approved Plans 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 the procedure agreed under clause 1.9 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. CONVEYANCE AND POSSESSION OF SAID UNIT:

7.1 **Schedule for possession of the said Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Said Project to the Residents' Association, is the essence of the Agreement. The Promoter assures to handover possession of the said Unit along with ready and complete Common Areas and Facilities of Said Project with all specifications, amenities and facilities of the Said Project in place on or before **14/07/2024**, 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 Said Project ("Force Majeure"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall

For Regalia Builders
 01/07/2024
 Auth. Signatory

inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest (computed at the Interest Rate of 15 p.a.) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for execution of Conveyance Deed of the Unit and taking possession-** The Promoter, shall *vide* offer letter ("**Offer Letter**") (i) invite Allottee(s) (along with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit. The Promoter shall subject to receipt of Total Amount Payable in respect of the Unit as per Payment Plan and such other charges as mentioned under this Agreement from the Allottee(s), shall execute and register Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas and also handover possession of the said Unit. 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 which the Promoter are liable to comply/carry out as per the Applicable Laws provided such failure is not account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / Residents' Association, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1988 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on as is where is basis. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc or any accident caused to any of machineries installed like electrical equipment, and transformer etc.
- 7.3 Handing over of Common Areas and Documents:-** It shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Residents' Association in accordance with the Act.
- 7.4 Cancellation by Allottee (s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act.
- Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be refunded by the Promoter to the Allottee(s) without any interest within **45** days after re-allotment of such cancelled Unit.
- 7.5 Compensation –** The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project Land, on which the Said 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.
- 7.6** The Allottee(s) shall be liable to pay from the date of offer of issuance of Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said 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 to the Carpet Area of all the Apartments in the Said Project. If the Promoter have to pay the aforesaid amount on

For Regalia Builders
 01/11/21
 Auth. Signatory

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 of 15% p.a. for the period commencing on the date on which the Promoter paid the said amount to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) That except the encumbrance disclosed in para E of the recitals of this Agreement, the Promoter has absolute, clear and marketable title with respect to the Project Land/Scheduled Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) That except the encumbrance disclosed in para E of the recitals of this Agreement, there are no encumbrances upon the Project Land or the Said Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Said Project or the said Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and said 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 in compliance with the Applicable Laws in relation to the Said Project, Unit and Common Areas and Facilities of the Said Project and Common Areas and Facilities of Whole Project.
- (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 or arrangement with any person or party with respect to the Project Land, including the Said Project and the 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 registration of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Residents' Association.
- (x) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project (except the taxes mentioned in Clause 7.6 which shall be paid according to the said Clause) to the competent authorities till the date of offer of possession of

For Regalia Builders
 G. H. J. J. J.
 Auth. Signatory

the Unit along with Common Area (equipped with all specifications, amenities and facilities) to the Allottee(s) and Residents' Association, respectively.

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (a) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fail to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties.
- (b) Discontinuance of the 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, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

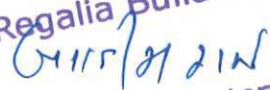
- (a) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or
- (b) 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 Unit, along with interest within forty-five (45) days of receiving the termination notice:
Provided that where an Allottee(s) does not intend to withdraw from the Said Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

- (a) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard.
- (b) delay/default by Allottee(s) under Clause 9.3 (a) above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard.

For Regalia Builders
G 115 Jy 21W
Auth. Signatory

- (c) after the issuance of Offer Letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter.
 - (d) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter.
 - (e) breach of any other terms & conditions of this Agreement on the part of the Allottee(s).
 - (f) violation of any of the Applicable Laws on the part of the Allottee(s).
- 9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:
- (a) Upon occurrence of event of default mentioned in Clause 9.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest rate of 15% p.a. for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
 - (b) Upon occurrence of event of default mentioned in Clause 9.3(b) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
 - (c) Upon occurrence of event of default mentioned in Clause 9.3(c), (d), (e) and (f) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4(b); Further in case of event of default under Clause 9.3(c), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (1) recover interest as per Clause 9.4 (a); and (b) recover maintenance charges from the date of issuance of Offer Letter; and (c) recover holding/ safeguarding charges @ Rs. 2000 per month; and (d) taxes mentioned in Clause 7.6; (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(c) and Allottee(s) hereby authorizes the Promoter for the same.
 - (d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- 9.5 Upon termination of this Agreement by the Promoter as per mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest within 45 days after re-sale of the Unit
- (a) The Earnest Amount.
 - (b) All the taxes, duties, cess deposited by the Promoter to the concerned department/authority in respect of the Unit.
 - (c) The interest paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(a) and/or 9.4 (c), if applicable.
- 9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under

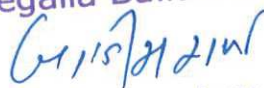
For Regalia Builders

 Auth. Signatory

the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. MAINTENANCE OF THE SAID PROJECT:

- 10.1 That until the takeover of the Common Areas and Facilities of the Said Project by the Residents' Association in accordance with the Act, the Promoter shall maintain the Common Areas and Common Facilities of the Said Project at actual cost plus 10%.
- 10.2 That the Promoter shall enable the formation of a Residents' Association of allottees in the Said Project as per Applicable Laws with the main object to takeover the responsibility of maintenance/management of Common Area and Facilities of Said Project as described **SCHEDULE- B**, as and when the common areas and facilities of such subsequent phases, including the Common Areas and Facilities of Said Project, are handed over to the Residents' Association as per the Act. The owners of Apartments in the Whole Project shall become members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with the Bye-Laws and rules and regulation of such Maintenance Association. Until the formation of the Residents' Association under the Applicable Laws, the Promoter itself or through a maintenance agency shall maintain the Common Areas and Facilities of the Said Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities in the Said Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of Said Project upon formation of the Residents' Association under the Applicable Laws to the Residents' Association, and immediately upon such handover, it shall be the sole responsibility of such Residents' Association to take care of Common Areas and Facilities of the Said Project.
- 10.3 That as and when the Common Areas and Facilities of the Said Project shall be handed over to the Resident's Association, the Resident's Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities of the Said Project, fittings, fixtures from the date of handing over of any such possession to the Resident's Association
- 10.4 After adjusting all the payments liabilities on maintenance account the Promoter shall transfer the balance of IFMD to the Resident's Association without any interest at the time of takeover of Common Areas and Facilities of the Said Project by the Resident's Association. The Resident's Association will be able/ competent to recover the due amount of IFMD, if any, against any member of the Resident's Association at the time of this transfer.
- 10.5 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Said Project to Residents' Association as per the Act, it shall be the sole responsibility of the Residents' Association, to run and maintain the Common Areas and Facilities of the Said Project and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Said Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Residents' Association, from time to time & regularly.
- 10.6 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project/Whole Project shall be subject to timely payment of total maintenance

For Regalia Builders


Auth. Signatory

charges, as determined and thereafter billed by the Residents' Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Residents' Association from time to time.

- 10.7 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession.
- 10.8 Allottee(s) shall be bound by all the terms and conditions of the Bye- Laws, maintenance agreement and any other agreement entered by the Residents' Association and any decisions taken by the Residents' Association as per it Bye –Laws.

11. DEFECT LIABILITY:

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

12. INDEMNIFICATION

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

13. SPECIFIC PERFORMANCE

For Regalia Builders

 Auth. Signatory

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

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

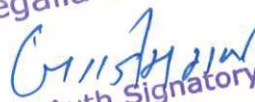
The Promoter/ Residents' Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Residents' Association to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Said 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 Approved 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 use by the Residents' Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :

- (i) Subject to clause 10 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit 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 Unit, common passages, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the villa is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Flat or anywhere on the exterior of the Said Project/Whole Project, Flat therein or common areas.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design as the Flats have some basic features like outside colour scheme of exposed walls, and aesthetic sense of Said Project. It shall be preserved and maintained for all time and Allottee(s) shall not be entitled to alter/change its basic features in any manner whatsoever.
- (iv) The Allottee(s) shall not store any hazardous or combustible goods in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Unit.

For Regalia Builders

 Auth. Signatory

- (v) The Allottee(s) recognizes that the Unit is being serviced by the Residents' Association and that any external agency would be detrimental to the interest of the Unit's/ Said Project's maintenance and upkeep. However, the Residents' Association shall be entitled to appoint any maintenance agency for the maintenance of Said Project/Whole Project.
- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Residents' Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole Project.
- (vii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (viii) It is in the interest of the Allottee(s), to help the Residents' Association in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Residents' Association would be free to restrict and regulate the entry of visitors into the Said Project/Whole Project.
- (ix) The Allottee(s) shall not use the said Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land/Scheduled Land.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Said Project/Whole Project in which the said Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Said Project/Whole Project and/or the said Unit.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiii) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter /Resident's Association and the Promoter /Resident's Association may permit the same subject to appropriate conditions.
- (xiv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Residents' Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Said Project after the building plan, layout plans sanction plan and

For Regalia Builders
 21/5/21
 Auth. Signatory

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s). 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) 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), the Promoter shall be entitled to cancel the allotment of the Unit 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of said Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

21. ENTIRE AGREEMENT:

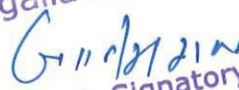
This Agreement, along with its schedules, annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between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

22. RIGHT TO AMEND:

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

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

That if the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of applicable transfer fee @Rs. 25,000.00 (Rupees Twenty Five Thousand Only). Such Transfer will be allowed only after payment of 50% of Total Sale Consideration of Unit. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. However, transferee has to give an undertaking that he shall pay the stamp duty, if demanded by the competent authority on such transfer/assignment of booking/allotment.

For Regalia Builders

 Auth. Signatory

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

24. BROKERAGE:

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

25. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

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

26. WAIVER NOT A LIMITATION TO ENFORCE:

- 26.1 The Promoter may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 26.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

27. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Said Project/Whole Project, the same shall be the proportion which the Carpet Area of the said Unit bears to the total Carpet Area of all the Flats in the Said Project/Whole Project, as the case may be.

29. FURTHER ASSURANCES:

For Regalia Builders

 Auth. Signatory

For Regalia Builders
 Auth. Signatory

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.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), and after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement. The Agreement shall be registered at any office of the Sub-Registrar at of Jaipur city. Hence this Agreement shall be deemed to have been executed at Jaipur. All cost of such registration like Stamp Duty and Registration Fees shall be borne by the Allottee(s).

31. NOTICES:

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

M/s	Allottee(s)
M/s REGALIA BUILDERS	
6D, Corporate Tower A-2, Near	
Jawahar Circle, JLN Marg,	
Jaipur-302017	

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

32. JOINT ALLOTTEE:

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

33. SAVINGS:

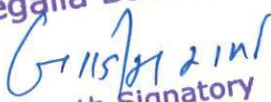
Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the said Unit prior to execution and registration of this Agreement for said Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under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

34. 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 laws of India for the time being in force.

35. DISPUTES:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by

For Regalia Builders

 Auth. Signatory

mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

SIGNED AND DELIVERED
by the within named " **Promoter** "
M/s Regalia Builders

SIGNED AND DELIVERED
by the within named " **Buyer(s)** "

(Basu Deo Sharma)

GPA Holder

.....

(First-Allottee) (Second-Allottee)

<u>WITNESSES</u>	<u>01</u>	<u>02</u>
Signature		
Name		
Address		

SCHEDULE-A

Part-I

(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Village Jirota, Tehsil- Sanganer, Jaipur	Group Housing Plot No. GH-01	23887.39 sq. mtrs.
	Total Area	23887.39 sq. mtrs.

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

In North Sector Road 160'-0" wide

In South Other's Land

In East GH-02 & Other's Land

In West Sector Road 80'-0" wide

And measuring

North to South 201.43 mtrs & 201.71 mtrs

East to West 121.37 mtrs. & 114.08 mtrs

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

Corner	Latitude (N)	Longitude (E)
NE	26°-47'-19.6"	75°-52'-23.4"
NW	26°-47'-20.6"	75°-52'-19.5"

For Regalia Builders
5/11/2017
Auth. Signatory

SW	26°-47'-14.4"	75°-52'-17.1"
SE	26°-47'-13.5"	75°-52'-20.6"

4. Other details of the location of the Whole Project
Situating at 160'-0" wide sector road of Jagatpura area
5. Location Map (As shown in Annexure II)

Part-II

(Description of the Project Land)

Group Housing plot GH-01 ad measuring 23887.39 sq.mtr situated at Village-Jirota, Tehsil-Sanganer, Jaipur

SCHEDULE-B

(Details of salient features of Said Project)

192 studio apartments are to be constructed upon the part of the land of Group Housing plot GH-01 as marked in Annexure-II

S. No.		Flat
1.	Security Automation	• Intercom terminal from main gate
2.	Lift	• All lifts with Automotive Rescue Device (ARD)
3.	Electrical	• Full power backup for common area • 0.5 KVA Power Backup with each Flat
4.	Water & Waste Water Management	• Water Supply system • Centralized RO System • Rain Water harvesting system for ground water recharge. • Sewerage Treatment Plant (STP)
5.	Other Facilities	• Copper piping for AC in Room
6.	Structure	• Earthquake Resistant Structure
7.	Fire Fighting System	• As Per Norms
8.	Common area Maintenance	• Facility management service as per Apartment Act

SCHEDULE- C

(Description of the Unit)

- (a) Flat No. on floor
- (b) (i) Super Built-up area of sq. ft.
(ii) Built-up area of sq. ft.
(iii) Carpet area of sq. ft.

The unit consists One Kitchen, One Bedroom, One Toilet, and One Balcony.

SCHEDULE- D

(Floor Plan of the Flat in the Said Project)
Covered under Annexure - III

SCHEDULE- E

(Detailed Plan of Development Works to b.e undertaken)

Phase 4th of the whole project comprised 192 Studio Apartments in B1 Tower. Each Flat is having having total Super Built Up area of Sq. ft. Built Up area of Sq. ft. (Carpet Area Sq. ft.) with all facilities and amenities as mentioned in Schedule "B".

For Regalia Builders
G115/21214
Auth. Signatory

SCHEDULE- F
(Payment Details)

S.NO	SCHEDULE OF PAYMENT	% OF TSC	AMOUNT	GST
1	Within 30 days of Flat Allotment	10		
2	On Completion of Foundation	10		
3	On Stilt Floor Roof Casting	10		
4	On Second Floor Roof Casting	10		
5	On Fourth Floor Roof Casting	10		
6	On Sixth Floor Roof Casting	10		
7	On Eighth Floor Roof Casting	10		
8	On Tenth Floor Roof Casting	10		
9	On Twelfth Floor Roof Casting	10		
10	On Start of Flooring	5		
11	On Hand Over	5		
	Maintenance Deposit			

SCHEDULE- G

(Specifications, facilities, amenities which are part of the Unit)
The advertisement, brochure etc circulated by the promoter at the time
of booking of the Flat in the Said Project/Whole Project) and also
Covered under Schedule - B

SCHEDULE- H

Stage Wise Time Schedule of Completion of Said Project
Schedule date of completion of phase 4th shall be

SCHEDULE-I

(Details of other external development work for the Said Project)
Nil

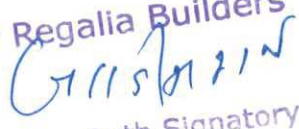
SCHEDULE- J

(Details of specification of material used in construction)

Place	Item	Specification	Brand
Bed Room	Floor	Vitrified Tiles	Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	POP Finished	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
Toilet	Floor	Tiles	Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	Tiles upto lintel level and POP above	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
	C.P. Fittings	Single Lever	Jaquar/Kingstan/Equivalent
	Sanitary ware	Wall Mounted W.C.	Jaquar/CERA/Hind ware/Equivalent
Balcony	Floor	Ceramic Tiles	Johnson/Kajaria/Equivalent
	Railing	MS railing	
Kitchen	Floor	Vitrified Tiles	Glazed/Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	POP finished	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
	Counter	2' wide Granite Counter top	Black/Green/Red Granite
		2' Dado tiles above counter	Glazed/Johnson/Kajaria/Equivalent
	Sink	Stainless Steel	Neelkanth/Equivalent

For Regalia Builders
Girish Jain
Auth. Signatory

	CP Fittings	Mixture Tap	Jaquar/Kingstan/Equivalent
	MCB Box	Good Quality	Legrand/Havells/Schneider/Equivalent
Electric Work	Wires	Multi-Strand Copper wires.	Finolex/National/Havells/Equivalent
	Switch	Modular Switches	Legrand/Schneider/Havells/Equivalent
Doors		30 mm internal wooden paneled/flush doors	
		32 mm (main door) Laminated doors	
		Good quality hardware fittings	
Windows		Anodized or Powder coated aluminium/UPVC sliding shutters (glass & wire mesh)	
Stairs		Kota stone/Other natural stone	
		MS Railing	

For Regalia Builders

 Auth. Signatory

RAINBOW B2 DRAFT ATS

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ("Agreement") is executed at Jaipur on

BY AND BETWEEN

REGALIA BUILDERS, a partnership firm, (PAN- AAOFR2142L) duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 6D, Corporate Tower A-2, Near Jawahar Circle, JLN Marg, Jaipur-302017 through its Power of Attorney holder , Shri Jagdish Sharma S/o Shri P. N. Sharma R/o Village Shyampura Buhariya, Tehsil- Sanganer, Distt. Jaipur (Aadhar No.XXXX XXXX 2426) duly authorized *vide* Power of Attorney dated **01/07/2021** [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 their legal successor(s), administrator(s), executor(s)& permitted assignee(s) including those of the respective partners] of the **ONE PART**;

AND

..... S/o Aged About Years R/o (PAN) (Aadhaar No.). hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s)& permitted assignees) of the **OTHER PART**.

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

INTERPRETATIONS/DEFINITIONS

For Regalia Builders

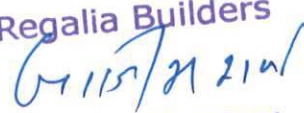
6/11/21 214F
Auth. Signatory

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto.
- a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.
 - b) **"APPLICABLE LAWS"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project.
 - c) **"APARTMENT"** shall mean a space in the Whole Project (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes a flat, a villa and all such units or spaces intended to be used for residential purposes and such other purposes as may be permitted under Applicable Laws.
 - d) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
 - e) **"ALLOTTEE(s)"** means and includes:
 - i. If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s).
 - ii. If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - iii. In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
 - iv. In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
 - f) **"APPROVED PLANS"** shall mean the plans and designs of Villas & Buildings constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
 - g) **"Building/complex"** shall mean the multi storied residential Tower **B2** having 13 (Stilt+12) stories 60 Flats of 3BHK & 12 Flats of 2BHK Total 72 Flats being constructed and developed as the said project upon the project land (as define herein below)
 - h) **"BUILT UP AREA"** of a flat shall mean an area covered by Room, Kitchen, Toilets, Balconies, and Veranda etc. taking external dimension, However 50% area of common walls separating it from other flats shall be taken.
 - i) **"CARPET AREA"** shall mean the net usable floor area of an apartment excluding the area covered by external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Flat, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee(s);

For Regalia Builders

6/11/21
Auth. Signatory

- j) **COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT:** shall mean such common areas, facilities, equipments and spaces in the Whole Project meant for common use of and enjoyment of all the occupants of the Whole Project (as defined herein-below)
- k) **COMMON AREAS AND FACILITIES OF THE SAID PROJECT** shall mean common areas, facilities, equipments and spaces in the Said Project, (as defined herein-below) and more particularly detailed in the **SCHEDULE- B** attached hereto.
- l) **"CONVEYNACE DEED"** (i) in respect of the Apartment shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Apartment is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Facilities of the Said Project/Common Areas and Facilities of the Whole Project shall mean written instrument executed between the Promoter and the Residents' Association through which the ownership of the Common Areas and Common Facilities is transferred in favour of the Residents' Association by the Promoter subject to and in accordance with the terms of this Agreement
- m) **"EARNEST AMOUNT"** shall mean 10% of Total Sale Consideration of the Unit.
- n) **"Flat"** shall mean a space in the building complex intended and/or capable of being independently and exclusively occupied for residential purpose and such other purpose as may be permitted under applicable laws.
- o) **"INTEREST"** means "the interest payable" shall be the State Bank of India highest Marginal Cost of Lending cost plus 2 % and which will be fixed at the time of execution of Sale Agreement.
- p) **"OFFER LETTER"** shall have the meaning ascribed under Clause 7.2 of this Agreement.
- q) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- r) **"PARA"** means Para of this Agreement;
- s) **"PROJECT LAND"** shall mean portion of the Scheduled Land, admeasuring **23887.39 sq. mtrs.** on which the Said Project, being the 2nd Phase of Whole Project, is developed by the Promoter and more particularly described and detailed in in **Part II of Schedule A:**
- t) **"RESIDENTS' ASSOCIATION"** shall mean society, association or a co-operative society, as the case may be, formed by the owners of the Apartments in Said Project (as defined below), which forms part of the Whole Project, for the purpose of maintaining the Common Area and Facilities of Whole Project and Common Area and Facilities of the Said Project and subsequent phases of the Whole Project, as and when the common areas and facilities of such subsequent phases, including the Common Areas and Facilities of Said Project, are handed over to the Residents' Association per the Act. The allottees of subsequent phases shall also become member of the Residents' Association.
- u) **"REGULATION"** means regulations made under the Act;
- v) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- w) **"SCHEDULE"** means the Schedule attached to this Agreement;
- x) **"SECTION"** means the section of the Act.
- y) **"SCHEDULED LAND"** shall mean whole of land admeasuring 23887.39 sq. mtrs and thereabouts lying and situated at Village Jirota, Tehsil- Sanganer on which the Whole

For Regalia Builders

 Auth. Signatory

Project, comprising of different phases, is being developed and more particularly described in **Part I of Schedule- A.**

- z) **"SAID PROJECT"** shall mean the 4th Phase of Whole Project, being constructed and developed upon the Project Land (Each phase of the project is earmarked upon as Annexure-II) Tower **B2** having 13(S+12) stories 60 Flats of 3BHK & 12 Flats of 2BHK Total 72 Flats Common Area and Facilities of Said Project, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and more particularly detailed in **Schedule-B** attached herewith.
- aa) **"SUPER BUILT UP AREA"** of an flat shall mean area covered by room, kitchen, toilets, balconies, and veranda etc. However 50% area of common walls separating it from other flat and proportionate share in the common area of the Said Project/ Building shall be taken
- bb) **"WHOLE PROJECT"** shall mean the residential project comprising of flats, Villas, parking facility, club house, other amenities and facilities etc. constructed / to be constructed in different four phases on the Scheduled Land and known as **"Ashadeep Rainbow"**.
- cc) **"UNIT"** shall have the meaning ascribed in Recital S of this Agreement.
- II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. A Patta dated 28th November, 2013 was issued by Jaipur Development Authority (hereinafter referred to as the **"JDA"**) in respect of the plot no. GH-01 admeasuring 23887.39 Sq. Mtr situated at Village Jirota, Tehsil Sanganer, Jaipur (more particularly detailed in **Part I of Schedule-A** attached hereto and hereinafter referred to as the **"Scheduled Land"**) for the development of integrated township project in favour of Regalia Builders i.e. Promoter and the same was registered on 02.12.2013 with office of Sub-Registrar, Sanganer (II) at Book No. 1, Vol. No. 248, Page No. 26, Serial No.2013399010266 and Additional Book No. 1, Vol. No.989, Page No. 255 to 266.
- B. Accordingly, the Promoter has a legal title to the Scheduled Land and is absolutely seized and in lawful possession of the Scheduled Land.
- C. The Scheduled Land is earmarked for the purpose of development of an integrated township project comprising of 120 Villas and multistoried residential towers in different phases.
- D. The Promoter being the absolute owner and in possession of the Scheduled Land framed a scheme for developing residential project to be known as **"Ashadeep Rainbow"** upon the Scheduled Land. However, for convenience and ease of construction, sales and marketing, the Whole Project has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project (as defined hereinabove in clause 'y') being the 4th phase of the Whole Project upon the Project Land after getting necessary permissions/approvals from competent authorities. The location details of the Said Project being developed upon the Scheduled Land is fully described in **Part I of Schedule A.**
- E. The Said Project has been registered with the Real Estate Regulatory Authority (**"Authority"**) on dated and the Said Project's Registration Certificate No. is This Registration is valid for a period of years commencing

For Regalia Builders

 Auth. Signatory

from unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website of the Authority.

- F. The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project, out of which common areas, facilities and amenities, which fall within a particular phase of the Whole Project, would be developed with that phase, like, Common Areas and Facilities of Said Project, which would be common for all the occupants of the Whole Project, irrespective of any phase of the Whole Project. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further agreed by the Allottee(s) that the Common Areas and Facilities of Whole Project would be developed in phases i.e. along with the phase of which such common area/facility/amenity is a part. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the allottees of the Whole Project shall have equal right in the Common Areas and Facilities of the Whole Project and the Allottee(s) shall not obstruct and/or cause any hindrance to any allottees belonging to any phase in the Whole Project.
- G. The following approvals and sanctions have been obtained in respect of the Said Project:-
- (a) Commencement certificate to develop the Said Project granted by Jaipur Development Authority *vide* its approval no ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी. (बी.पी.)/2021/डी-8109 dated 08/07/2021.
 - (b) The layout plan of the Whole Project was approved by Jaipur Development Authority ("JDA") and a Patta dated 28.11.2013 of Plot GH-01 was issued as per details given in Recital A. A copy of the same is enclosed herewith and marked as **Annexure- I**.
 - (c) Approval of the Whole Project with permission of construction of Villas upto 6.5 meters height (G+1 floor) and 8 multistoried residential towers of construction upto 39.70 meters height (G+12 floor) under Applicable Laws has been accorded in the 241th meeting of BPC (BP) held on 12.04.2021 at agenda item No. 13 and JDA conveyed it *vide* Letter No. ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी. (बी.पी.)/2021/डी-8109 dated 08/07/2021.
 - (d) The Promoter has applied to The CFO Nagar Nigam, Jaipur for obtaining Fire NOC for the Whole Project named **Rainbow** *vide* application no. **R-1419** dated 30/01/2017 and the said application is under process.
 - (e) The Airport Authority of India has also granted NOC bearing No. **JAIP/NORTH/B/091516/171615** dated 15-09-2016 for height clearance for the Whole Project.
 - (f) The Promoter has obtained Environmental Clearance from the department concerned *vide* order No. **FI(4)/SEIAA/SBAC-Raj/sectt/Project/Cat.1(a)BI (15237)/16-17** dated 09/06/2017 and the said application is under process.
- H. The Promoter agrees and undertakes that it shall not make any changes to Approved Plans of the Said Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. The details of the plan of Development Works to be undertaken in the Said Project including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been provided under **Schedule- E**.
- J. The details of salient features of the Said Project including access to the Said Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health

For Regalia Builders
 Auth. Signatory

services and other internal development works proposed to be provided in the Said Project have been specifically provided in **Schedule- B** attached hereto.

- K. The details of other external development works to be taken for the Said Project have been specifically provided in **Schedule- I** attached hereto.
- L. The details of specifications of material used in construction of the Said Project have been specifically provided in **Schedule- J** attached hereto. .
- M. The time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- H** attached hereto.
- N. The Promoter has opened a separate account in Bank of Baroda, Specialized SME Branch, Calgiri Road, Malviya Nagar, Jaipur for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- O. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Project Land on which the Said Project is being developed have been completed.
- P. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the Said Project prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the plans for construction of the Said Project and all the documents referred to in this Agreement and the Allottee(s) stands fully satisfied with the layout of the sanctioned plans and as built drawings and the standard of material being used for construction of the Said Project
- Q. The Allottee(s), being aware of the Said Project and details given above as well as in the advertisement about the Said Project, has applied for allotment and purchase of an Apartment in the Said Project *vide* its registration/application form no. dated (“**Registration Form**”). The Allottee(s) has also deposited a sum of Rs. (**Rupees Only**) (hereinafter referred to as “**Booking Amount**”) as an advance payment / booking amount including registration fee and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in Clause 1.4 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- R. On application, as aforesaid, the Allottee(s) has been allotted following Flat in the Said Project:-
 - (a) Flat No. on floor
 - (b)
 - (i) Super Built-up area of sq. ft.
 - (ii) Built-up area of sq. ft
 - (iii) Carpet area of sq. ft.and pro rata share in the Common Area and Facilities of the Said Project (the layout plan of the said Flat is annexed herewith as **Annexure- III** and more particularly described in the **Schedule “C”** attached herewith and hereinafter referred to as the “**Unit**”).
- S. The details of floor plan of the Flat No. in Tower No. **Block-.....** the Said Project is given in **Schedule- D**.
- T. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Said Project/Whole Project.

For Regalia Builders

Auth. Signature

Regalia Builders

- U. 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.
- V. 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(s) hereby agrees to purchase the said Unit.

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

I. 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 said Unit.

1.2 The Total Sale Consideration of the Unit is **Rs. (Rupees Only)**, it also include the consideration for exclusive balcony (hereinafter referred to as "**Total Sale Consideration of Unit**").

The Total Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following (hereinafter referred to as "**Additional Payments**")

a) The Buyer(s) agree(s) to pay The GST @ 8% or prevailing rate in force at the time of payment in accordance with rules & regulations under the respective statute.

b) Interest Free Maintenance Deposit ("IFMD") ₹..... (Rupees only).

1.3 The Total Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to **Rs. (Rupees Only)**, which shall hereinafter be referred to as "**Total Payable Amount**".

1.4 The Total Payable Amount above includes the Booking Amount i.e **Rs. (Rupees Only)** paid by the Allottee(s) to the Promoter towards the said Unit as mentioned in Para 'S'. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Amount Payable, shall be paid by the Allottee(s) in addition to Total Amount Payable as per this Agreement.

The Total Payable Amount above includes existing taxes (consisting of taxes paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project payable by the Promoter, by whatever name called) up till the date of offer of possession of the said Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities of the Said Project to the Maintenance Association. However, the Total Amount Payable does not include ;

- i. cost of providing electric connection for the Unit,
- ii. stamp duty, registration charges
- iii. incidental expenses amounting to Rs. 5,000.00 to be paid by Allottee(s)
- iv. Amount payable to PHED for providing water connection from Bisalpur water supply system.
- v. other charges.

Payable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include maintenance charges, which shall determined by the Promoter and payable by Allottee(s) until Common Areas and Common Facilities of the Said Project are not taken over by the Residents' Association. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Scheduled Land and Whole Project as and when demanded by the Promoter. Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s)

For Regalia Builders

 Auth. Signatory

to the Promoter shall be increased/ reduced based on such change/ modification/introduction.

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

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule- F** attached hereto ("**Payment Plan**") 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 change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.6 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.7 As mentioned above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of **Rs. (Rupees Only)** out of the Total Payable Amount of **Rs. (Rupees Only)** and the Allottees(s) agrees and undertakes to pay the balance amount of **Rs. (Rupees Only)** of the Total Amount Payable strictly in accordance with the Payment Plan.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, as per this Agreement, he shall be liable to pay interest computed at the Interest rate of 15% p.a., along with taxes including GST for any due under this Agreement.

- 1.8 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-G** in respect of the said Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Common Areas and Facilities of Said Project as described therein at **SCHEDULE-B** in respect of the Said Project without the previous written consent of 2/3rd of allottee(s) of the Said Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, various facilities/ services/ development works/ amenities, which may be provided as part of subsequent phases of Whole Project and which does not form part of Common Areas and Facilities of Said Project, may be changed depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affects the Allottee(s) directly.

For Regalia Builders

 Auth. Signatory

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 section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.9 The Promoter shall confirm to the final Carpet/Built Up/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Unit is complete., by furnishing details of the changes, if any, in the Carpet/Built Up/Super Built Up Area. The Total Payable Amount shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet/Built Up/Super Built Up Area then the Promoter shall refund the excess money paid by Allottee(s) within forty five (45) days with interest at Interest rate of 15% p.a. from the date of last installment of Total Payable Amount. If there is any increase in the Carpet/Built Up/Super Built Up Area allotted to the Allottee(s), the Promoter may demand additional consideration, charges, taxes etc from the Allottee(s) with next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.
- 1.10 Subject to clause 9.3, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit , the Allottee(s) shall have the right to the Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the said Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Said Project, which shall stand revised upon completion of Whole Project upon the Scheduled Land, as the Said Project is a part of Whole Project and is being developed as 2nd phase of Whole Project. 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 and Facilities of Said Project to the Residents' Association in accordance with Applicable Laws. .
 - (iii) That the computation of the price of the said Unit includes recovery of price of land, construction of, not only the said Unit but also, the common areas and facilities, internal development charges, external development charges, construction related taxes, cost of providing electric wiring of the said Unit, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas (if required),. and includes cost for providing all other facilities, amenities and specification to be provided within the said Unit and the Said Project as per the Agreement:
 - (iv) The Allottee(s) has the right to visit the Said Project site to assess the extent of development of the Said Project and his Unit with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any mishappening caused to/with Allottee(s) while visiting the site.
- 1.11 The Promoter shall earmark One parking space for the Allottee(s) in the project and shall assign it for right to use by the Allottee(s) of Apartment after completion of Said Project and before delivery of possession of the Unit for proper management and utilization of parking area of the Said Project. It has been explained to the Allottee(s) and the Allottee(s) has agreed that the earmarking of car parking space shall be subject to the guidelines issued by JDA or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Resident's Association. The Promoter

For Regalia Builders
 07/11/2021
 Auth. Signatory

and the Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.

- 1.12 The Allottee(s) agrees and understands that except as expressly provided in Recital 'S' herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole 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.
- 1.13 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.14 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the said Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the said Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the said Unit, 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.
- 1.15 That the Whole Project shall always be known as "**Ashadeep Rainbow**" and the name of the Whole Project shall not be changed except with the prior written consent of the Promoter.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of payable at Jaipur. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall deemed to be date of payment of installment, by the Allottee(s). RTGS can be made in in the account no. with IFSC/RTGS code No. payable at e, Jaipur in the name of

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under 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(s) understands and agrees that in the event of any failure on his/ her part to 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 clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s)

For Regalia Builders

On 15/01/2017
Auth. Signatory

subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter 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(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

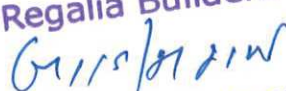
The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Said Project to the Residents' Association.

6. CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT:

- 6.1 The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Promoter shall develop the Said Project in accordance with the Approved Plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such Approved Plans 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 the procedure agreed under clause 1.9 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. CONVEYANCE AND POSSESSION OF SAID UNIT:

- 7.1 **Schedule for possession of the said Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Said Project to the Residents' Association, is the essence of the Agreement. The Promoter assures to handover possession of the said Unit along with ready and complete Common Areas and Facilities of Said Project with all specifications, amenities and facilities of the Said Project in place on or before **14/07/2024**, 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 Said Project ("Force Majeure"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest

For Regalia Builders

 Auth. Signatory

(computed at the Interest Rate of 15 p.a.) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for execution of Conveyance Deed of the Unit and taking possession-

The Promoter, shall *vide* offer letter ("Offer Letter") (i) invite Allottee(s) (along with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit. The Promoter shall subject to receipt of Total Amount Payable in respect of the Unit as per Payment Plan and such other charges as mentioned under this Agreement from the Allottee(s), shall execute and register Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas and also handover possession of the said Unit. 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 which the Promoter are liable to comply/carry out as per the Applicable Laws provided such failure is not account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / Residents' Association, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1988 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on as is where is basis. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc or any accident caused to any of machineries installed like electrical equipment, and transformer etc.

7.3 Handing over of Common Areas and Documents:. It shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Residents' Association in accordance with the Act.

7.4 Cancellation by Allottee (s)- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be refunded by the Promoter to the Allottee(s) without any interest within **45** days after re-allotment of such cancelled Unit.

7.5 Compensation – The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project Land, on which the Said 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.

7.6 The Allottee(s) shall be liable to pay from the date of offer of issuance of Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said 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 to the Carpet Area of all the Apartments in the Said Project. If the Promoter have to pay the aforesaid amount on 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 of 15% p.a.

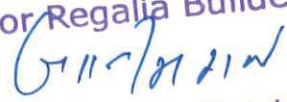
For Regalia Builders
01/05/21 21W
Auth. Signatory

for the period commencing on the date on which the Promoter paid the said amount to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) That except the encumbrance disclosed in para E of the recitals of this Agreement, the Promoter has absolute, clear and marketable title with respect to the Project Land/Scheduled Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) That except the encumbrance disclosed in para E of the recitals of this Agreement, there are no encumbrances upon the Project Land or the Said Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Said Project or the said Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and said 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 in compliance with the Applicable Laws in relation to the Said Project, Unit and Common Areas and Facilities of the Said Project and Common Areas and Facilities of Whole Project.
- (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 or arrangement with any person or party with respect to the Project Land, including the Said Project and the 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 registration of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Residents' Association.
- (x) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project (except the taxes mentioned in Clause 7.6 which shall be paid according to the said Clause) to the competent authorities till the date of offer of possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) to the Allottee(s) and Residents' Association, respectively.

For Regalia Builders

Auth. Signatory

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (a) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fail to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties.
- (b) Discontinuance of the 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, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (a) Stop making further payments to the 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) shall be required to make the next payment without any interest; or
- (b) 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 Unit, along with interest within forty-five (45) days of receiving the termination notice:
Provided that where an Allottee(s) does not intend to withdraw from the Said Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

- (a) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard.
- (b) delay/default by Allottee(s) under Clause 9.3 (a) above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard.
- (c) after the issuance of Offer Letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter.

For Regalia Builders


Auth. Signatory

- (d) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter.
 - (e) breach of any other terms & conditions of this Agreement on the part of the Allottee(s).
 - (f) violation of any of the Applicable Laws on the part of the Allottee(s).
- 9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:
- (a) Upon occurrence of event of default mentioned in Clause 9.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest rate of 15% p.a. for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
 - (b) Upon occurrence of event of default mentioned in Clause 9.3(b) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
 - (c) Upon occurrence of event of default mentioned in Clause 9.3(c), (d), (e) and (f) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4(b); Further in case of event of default under Clause 9.3(c), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (1) recover interest as per Clause 9.4 (a); and (b) recover maintenance charges from the date of issuance of Offer Letter; and (c) recover holding/ safeguarding charges @ Rs. 2000 per month; and (d) taxes mentioned in Clause 7.6; (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(c) and Allottee(s) hereby authorizes the Promoter for the same.
 - (d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- 9.5 Upon termination of this Agreement by the Promoter as per mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest within 45 days after re-sale of the Unit
- (a) The Earnest Amount.
 - (b) All the taxes, duties, cess deposited by the Promoter to the concerned department/authority in respect of the Unit.
 - (c) The interest paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(a) and/or 9.4 (c), if applicable.
- 9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. MAINTENANCE OF THE SAID PROJECT:

For Regalia Builders

 Auth. Signatory

- 10.1 That until the takeover of the Common Areas and Facilities of the Said Project by the Residents' Association in accordance with the Act, the Promoter shall maintain the Common Areas and Common Facilities of the Said Project at actual cost plus 10%.
- 10.2 That the Promoter shall enable the formation of a Residents' Association of allottees in the Said Project as per Applicable Laws with the main object to takeover the responsibility of maintenance/management of Common Area and Facilities of Said project as described in **SCHEDULE- B**, as and when the common areas and facilities of such subsequent phases, including the Common Areas and Facilities of Said Project, are handed over to the Residents' Association as per the Act. The owners of Apartments in the Whole Project shall become members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with the Bye-Laws and rules and regulation of such Maintenance Association. Until the formation of the Residents' Association under the Applicable Laws, the Promoter itself or through a maintenance agency shall maintain the Common Areas and Facilities of the Said Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities in the Said Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of Said Project upon formation of the Residents' Association under the Applicable Laws to the Residents' Association, and immediately upon such handover, it shall be the sole responsibility of such Residents' Association to take care of Common Areas and Facilities of the Said Project.
- 10.3 That as and when the Common Areas and Facilities of the Said Project shall be handed over to the Resident's Association, the Resident's Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities of the Said Project, fittings, fixtures from the date of handing over of any such possession to the Resident's Association
- 10.4 After adjusting all the payments liabilities on maintenance account the Promoter shall transfer the balance of IFMD to the Resident's Association without any interest at the time of takeover of Common Areas and Facilities of the Said Project by the Resident's Association. The Resident's Association will be able/ competent to recover the due amount of IFMD, if any, against any member of the Resident's Association at the time of this transfer.
- 10.5 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Said Project to Residents' Association as per the Act, it shall be the sole responsibility of the Residents' Association, to run and maintain the Common Areas and Facilities of the Said Project and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Said Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Residents' Association, from time to time & regularly.
- 10.6 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project/Whole Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Residents' Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Residents' Association from time to time.

For Regalia Builders

Auth. Signature

- 10.7 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession.
- 10.8 Allottee(s) shall be bound by all the terms and conditions of the Bye- Laws, maintenance agreement and any other agreement entered by the Residents' Association and any decisions taken by the Residents' Association as per it Bye –Laws.

11. DEFECT LIABILITY:

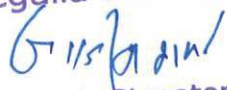
It is agreed that in case any structural defect or any other defect in workmanship, **quality or provision of services or any other obligations** of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s)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

12. INDEMNIFICATION

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

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other

For Regalia Builders

Auth. Signatory

equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

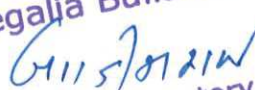
The Promoter/ Residents' Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Residents' Association to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Said 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 Approved 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 use by the Residents' Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :

- (i) Subject to clause 10 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit 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 Unit, common passages, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the villa is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Flat or anywhere on the exterior of the Said Project/Whole Project, Flat therein or common areas.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design as the Flats have some basic features like outside colour scheme of exposed walls, and aesthetic sense of Said Project. It shall be preserved and maintained for all time and Allottee(s) shall not be entitled to alter/change its basic features in any manner whatsoever.
- (iv) The Allottee(s) shall not store any hazardous or combustible goods in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Unit.
- (v) The Allottee(s) recognizes that the Unit is being serviced by the Residents' Association and that any external agency would be detrimental to the interest of the Unit's/ Said Project's maintenance and upkeep. However, the Residents' Association shall be entitled to appoint any maintenance agency for the maintenance of Said Project/Whole Project.

For Regalia Builders

 Auth. Signatory

- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Residents' Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole Project.
- (vii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (viii) It is in the interest of the Allottee(s), to help the Residents' Association in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Residents' Association would be free to restrict and regulate the entry of visitors into the Said Project/Whole Project.
- (ix) The Allottee(s) shall not use the said Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land/Scheduled Land.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Said Project/Whole Project in which the said Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Said Project/Whole Project and/or the said Unit.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiii) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter /Resident's Association and the Promoter /Resident's Association may permit the same subject to appropriate conditions.
- (xiv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Residents' Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Said 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

For Regalia Builders

G. S. Jeyaraj
Auth. Signatory

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s). 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) 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), the Promoter shall be entitled to cancel the allotment of the Unit 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of said Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

That if the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of applicable transfer fee @Rs. 25,000.00 (Rupees Twenty Five Thousand Only). Such Transfer will be allowed only after payment of 50% of Total Sale Consideration of Unit. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. However, transferee has to give an undertaking that he shall pay the stamp duty, if demanded by the competent authority on such transfer/assignment of booking/allotment.

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Said Project shall equally be applicable to and enforceable against and by all occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members

For Regalia Builders

Gurpreet Singh
Auth. Signatory

of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

24. BROKERAGE:

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

25. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

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

26. WAIVER NOT A LIMITATION TO ENFORCE:

- 26.1 The Promoter may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 26.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

27. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Said Project/Whole Project, the same shall be the proportion which the Carpet Area of the said Unit bears to the total Carpet Area of all the Flats in the Said Project/Whole Project, as the case may be.

29. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

For Regalia Builders
G. 11/5/21
Auth. Signatory

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.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), and after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement. The Agreement shall be registered at any office of the Sub-Registrar at of Jaipur city. Hence this Agreement shall be deemed to have been executed at Jaipur. All cost of such registration like Stamp Duty and Registration Fees shall be borne by the Allottee(s).

31. NOTICES:

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

M/s	Allottee(s)
M/s REGALIA BUILDERS	
6D, Corporate Tower A-2, Near	
Jawahar Circle, JLN Marg,	
Jaipur-302017	

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

32. JOINT ALLOTTEE:

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

33. SAVINGS:

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

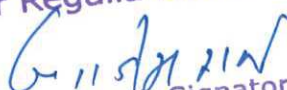
34. GOVERNING LAW:

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

35. DISPUTES:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

For Regalia Builders


Auth. Signatory

- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

SIGNED AND DELIVERED
by the within named " **Promoter** "
M/s Regalia Builders

SIGNED AND DELIVERED
by the within named " **Buyer(s)** "

(Basu Deo Sharma)

GPA Holder

.....
(First-Allottee) (Second-Allottee)

WITNESSES	01	02
Signature		
Name		
Address		

SCHEDULE-A

Part-I

(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Village Jirota, Tehsil- Sanganer, Jaipur	Group Housing Plot No. GH-01	23887.39 sq. mtrs.
	Total Area	23887.39 sq. mtrs.

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

In North Sector Road 160'-0" wide

In South Other's Land

In East GH-02 & Other's Land

In West Sector Road 80'-0" wide

And measuring

North to South 201.43 mtrs & 201.71 mtrs

East to West 121.37 mtrs. & 114.08 mtrs

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

Corner	Latitude (N)	Longitude (E)
NE	26°-47'-19.6"	75°-52'-23.4"
NW	26°-47'-20.6"	75°-52'-19.5"
SW	26°-47'-14.4"	75°-52'-17.1"
SE	26°-47'-13.5"	75°-52'-20.6"

4. Other details of the location of the Whole Project

Situated at 160'-0" wide sector road of Jagatpura area

For Regalia Builders
Guindran
Auth. Signatory

5. Location Map (As shown in Annexure II)

Part-II

(Description of the Project Land)

Group Housing plot GH-01 ad measuring 23887.39 sq.mtr situated at Village-Jirota, Tehsil-Sanganer, Jaipur

SCHEDULE-B

(Details of salient features of Said Project)

2 BHK & 3BHK Flats are to be constructed upon the part of the land of Group Housing plot GH-01 as marked in Annexure-II

S. No.		Flat
1.	Security Automation	• Boom Barriers on Entry & Exit Gate. • Intercom terminal from main gate
2.	Lift	• All lifts with Automotive Rescue Device (ARD)
3.	Electrical	• Full power backup for common area • 0.5 KVA Power Backup with each Flat
4.	Water & Waste Water Management	• Water Supply system • Centralized RO System • Rain Water harvesting system for ground water recharge. • Sewerage Treatment Plant (STP)
5.	Other Facilities	• GAS Bank facility • Copper piping for AC in Bedroom/ Drawing Room
6.	Structure	• Earthquake Resistant Structure
7.	Fire Fighting System	• As Per Norms
8.	Common area Maintenance	• Facility management service as per Apartment Act
9.	Club Facilities	• Community Hall • Swimming Pool • Gym • T.T. Room • Indoor Games

Note: - Club facilities will be. made functional with the completion of last phase of the whole project

SCHEDULE- C

(Description of the Unit)

2-BHK Flats

- (a) Flat No. on floor
- (b) (i) Super Built-up area of sq. ft.
- (ii) Built-up area of sq. ft
- (iii) Carpet area of sq. ft.

The unit consists One Drawing /Dining Room, Kitchen, Two Bedrooms, Two Toilets, and One balcony.

3-BHK Flats

- (a) Flat No. on floor
- (b) (i) Super Built-up area of sq. ft.
- (ii) Built-up area of sq. ft

For Regalia Builders

(iii) Carpet area of sq. ft.

The unit consists One Drawing /Dining Room, Kitchen, Three Bedrooms, Two Toilets, and one balcony and one utility balcony.

SCHEDULE- D

(Floor Plan of the Flat in the Said Project)
Covered under Annexure - III

SCHEDULE- E

(Detailed Plan of Development Works to be undertaken)

Phase 4th of the whole project comprised Tower **B2** having 13 (Stilt+12) stories 60 Flats of 3BHK & 12 Flats of 2BHK Total 72 Flats with all facilities and amenities as mentioned in Schedule "B".

SCHEDULE- F

(Payment Details)

S.NO	SCHEDULE OF PAYMENT	% OF TSC	AMOUNT	GST
1	Within 30 days of Flat Allotment	10		
2	On Completion of Foundation	10		
3	On Stilt Floor Roof Casting	10		
4	On Second Floor Roof Casting	10		
5	On Fourth Floor Roof Casting	10		
6	On Sixth Floor Roof Casting	10		
7	On Eighth Floor Roof Casting	10		
8	On Tenth Floor Roof Casting	10		
9	On Twelfth Floor Roof Casting	10		
10	On Start of Flooring	5		
11	On Hand Over	5		
	Maintenance Deposit			

SCHEDULE- G

(Specifications, facilities, amenities which are part of the Unit)

The advertisement, brochure etc circulated by the promoter at the time of booking of the Flat in the Said Project/Whole Project) and also
Covered under Schedule - B

SCHEDULE- H

Stage Wise Time Schedule of Completion of Said Project

Schedule date of completion of phase 4th shall be

SCHEDULE-I

(Details of other external development work for the Said Project)
Nil

SCHEDULE- J

(Details of specification of material used in construction)

Place	Item	Specification	Brand
Bed Room	Floor	Vitrified Tiles	Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	POP Finished	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
Toilet	Floor	Tiles	Johnson/Kajaria/Equivalent
	Wall &	Tiles upto lintel level and POP above	

For Regalia Builders
G. R. Raju
Auth. Signatory

	Ceiling Finish		
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
	C.P. Fittings	Single Lever	Jaquar/Kingstan/Equivalent
	Sanitary ware	Wall Mounted W.C.	Jaquar/CERA/Hind ware/Equivalent
Balcony	Floor	Ceramic Tiles	Johnson/Kajaria/Equivalent
	Railing	MS railing	
Kitchen	Floor	Vitrified Tiles	Glazed/Johnson/Kajaria/Equivalent
	Wall & Ceiling Finish	POP finished	
	Wall & Ceiling Paint	Plastic Paint	Berger/Asian/ICI/Equivalent
	Counter	2' wide Granite Counter top	Black/Green/Red Granite
		2" Dado tiles above counter	Glazed/Johnson/Kajaria/Equivalent
	Sink	Stainless Steel	Neelkanth/Equivalent
	CP Fittings	Mixture Tap	Jaquar/Kingstan/Equivalent
Electric Work	MCB Box	Good Quality	Legrand/Havells/Schneider/Equivalent
	Wires	Multi-Strand Copper wires.	Finolex/National/Havells/Equivalent
	Switch	Modular Switches	Legrand/Schneider/Havells/Equivalent
Doors		30 mm internal wooden paneled/flush doors	
		32 mm (main door) Laminated Doors	
		Good quality hardware fittings	
Windows		Anodized or Powder coated aluminium/UPVC sliding shutters (glass & wire mesh)	
Stairs		Kota stone/Other natural stone	
		MS Railing	

For Regalia Builders
General
 Auth. Signatory