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Allottee/First
Allottee With
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**Draft
Agreement for Sale**

This **AGREEMENT TO SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at Jaipur on this ____ day of _____, 201__ by and between:

1. Parties to this Agreement:

- 1.1** Shri Shyam Goyal S/o Lt. Shri Har Narain Goyal aged 66 years, resident of C. R. Dass Farm, Tonk Road, Gopalpura Mod, Jaipur- 302018; hereinafter referred to as the "party to first part" Hereinafter referred to as the "**LAND OWNER/ OWNER**" (Which term unless repugnant to the context, shall mean and include their legal heirs, successors, assigns, executors and administrators)

AND

- 1.2** M/s ARG Developers Private Limited, a private limited company incorporated under the provisions of Companies Act, 1956, having its registered office at E-52, Chitranjan Marg, C-Scheme, Jaipur, through its Authorized Signatory Shri B. L. Gupta, S/o Late Shri R. S. Gupta, aged about ____ years, R/o E -52 Chitranjan Marg, C- scheme, Jaipur hereinafter called the "**DEVELOPER or COMPANY or PROMOTER**". (Which expression shall unless it be repugnant to the context or subject thereof be deemed to include its successor(s) and permitted assign(s)).

(Hereinafter Land Owner and Developer or Company are collectively referred to as "**Seller**")

AND

- 1.3** by the person(s) named in **Schedule-1** hereof (collectively, the "**Allottee**" / "**Buyer**" / "**Purchaser** ", which expression shall, unless it be repugnant to the subject or context thereof, include her/his/its/their successors, surviving partners, permitted assigns,

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each of their heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable)

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

2. INTERPRETATIONS/ DEFINITIONS: In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -

- 2.1** "Act" means the Real Estate (Regulation and Development) Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules 2017 and as amended from time to time;
- 2.2** "ADVERTISEMENT" means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of building or apartment or inviting persons to purchase in any manner such , building or apartment or to make advances or deposits for such purposes.
- 2.3** "Allottee/Allottee(s)" means and includes
- i. If the Allottee(s) be an individual then his/her legal successor(s), executors, administrators, legal representatives and permitted assignees;
 - ii. If the Allottee(s) be 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) be a Partnership Firm, then its partners for the time being, their legal successor(s), executors, administrators, legal representatives and permitted assignees including those of the respective partners; and
 - iv. In case the Allottee(s) be a limited company, then its legal successor(s), representatives and permitted assignees;
 - v. and includes the person who subsequently acquires the allotment through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;
- 2.4** "Apartment/ Unit/ Flat" shall mean individual flat/unit whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of

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use ancillary to the purpose specified and as described in PART "C" of Schedule 2 hereunder written.

- 2.5 "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, Jaipur Development Act, 1959, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules 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 applicable to the development / construction / sale of the Project.
- 2.6 "Arbitration" means & includes the process of arbitration once invoked includes its proceedings conducted by the arbitrator so appointed under The Arbitration & Conciliation Act 1996 and includes any statutory modifications thereof.
- 2.7 "Architect" shall mean MA ARCHITECTS PRIVATE LIMITED, company having its office at 1, Greenswoods, Lalkothi Scheme, off. Sahakar Marg, Jaipur and/or such other person(s) and/or firm(s) and/or company(ies) whom the Promoter may appoint from time to time as the architect for the Project.
- 2.8 "Association of Allottees" means an Association of Apartment owners to be formed, or deemed to have been formed, consisting of the apartment owners in the building acting as a group in accordance with the applicable bye-laws and shall include society formed by apartment owners, cooperative society of allottees or a federation of allottees as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;
- 2.9 "Built-up area" means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or uncovered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- 2.10 "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. 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 an apartment, meant for the

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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 apartment, meant for the exclusive use of the allottee(s);

- 2.11 **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule- 6 Part A** attached hereto. However, any areas, facilities and equipments reserved for a specific group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
- 2.12 **"Common Expenses"** shall mean the expenses for common purpose including those mentioned in **Schedule '7'**, attached hereto.
- 2.13 **"Common Purposes"** shall mean and include the purposes of maintaining and managing the Residential Project and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the ALLOTTEES inter-se relating to the Residential Project and the common use and enjoyment thereof.
- 2.14 **"Common Services"** Includes all the services employed for the security & maintenance of the common areas including open areas.
- 2.15 **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 2.16 **DEVELOPMENT AGREEMENT** shall mean *Development Agreement* executed on 3rd day of July, 2014 executed between the Developer/Company i.e. M/s ARG Developers Private Limited and the owner Shri Shyam Goyal, wherein the Developer agreed to develop a Multistorey Residential project comprising of residential units/flats along with other facilities upon the Project Land owned by the Owner and is registered with Sub Registrar II, Jaipur on 03/07/2014 at Book No.1, Zild No. 910, Page No. 16 Serial No. 2014052005234 additional book No. 1 zild no. 3625, page no. 201 to 230..
- 2.17 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be

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prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:

- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
- (ii) explosions or accidents, air crashes and shipwrecks; or
- (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
- (iv) war or enemy action or terrorist action; or
- (v) injunctions or stay granted by court of law or interim order by arbitrator;
- (vi) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
- (vii) any event or circumstances analogous to the foregoing which is beyond the control of the parties.

2.18 "Interest " means Interest at the rate prescribed in the Act and the rules i.e. the State Bank of India Highest Marginal Cost of Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

2.19 " Limited Common Areas and Facilities" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

2.20 "Local Authority" means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.

2.21 "Maintenance Society" means & Includes the association of allottees formed and incorporated (as stated herein above) for the maintenance of the Building "ARGUS", and welfare of the occupants of the building-or such other person, society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the purpose of maintaining the Common Area and Facilities of Project and Common Area and Facilities of the Project, as and when the common areas and facilities of such Project, are handed over to Association of Allottees as per the Act.

2.22 "Occupancy Certificate" means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any

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building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

- 2.23 "Para" means a Para of this Agreement;
- 2.24 "Project" shall mean the multi-storeyed residential project in the name of "ARGUS" which the Promoter is developing on the Said Land comprising of 2 Basements, Ground plus 17 Floors Residential Building as per the plans approved by the Jaipur Development Authority, along with the facilities and common area developed and constructed on the said land as described in schedule 7 hereof.
- 2.25 "Project Land" shall mean Khasra No. 82/528, 583/83, 85, 86, 87, 88/2 admeasuring about 4971.87 Square Meters located at CR Dass Farm, Gopal Pura Flyover, Tonk Road, Jaipur - 302018, Rajasthan, specifically described in Schedule 2 PART A attached hereto.
- 2.26 "Proportionate Share" with reference to common expenses means that proportion of the common expenses which is payable by the Allottee for the maintenance of the Building.
- 2.27 "Regulation" means the Regulation made under the Act as amended from time to time;
- 2.28 "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time;
- 2.29 "Schedule" means the Schedule attached to this Agreement; and
- 2.30 "Super Built Up Area" shall mean & include Built up area of the Unit and the proportionate area occupied by the Common Parts and Common Areas like Lift, Lift machine room, Landings, Lobbies, Staircase, Corridor, Water tank, Machine room, Control room, Electrical Panel room etc.
- 2.31 "Section" means the section(s) of the Act.
- 2.32 Undivided Proportionate Share shall mean and include the proportionate share, right and interest in the Land corresponding to the Flat agreed to be bought by the Allottee where the proportion is to be determined by comparing built up area of Flat with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Flat.

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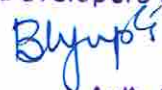
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- 2.33 SINGULAR shall include the plural and vice versa.
- 2.34 MASCULINE shall include the feminine and vice versa.
- 2.35 The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.
- 2.36 WHEREVER any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, the portion of the amount payable by the Allottee shall be in proportion of the chargeable area of the Allottee to the aggregate chargeable area of the Residential Project and the said proportionate area shall include the proportionate areas of the total common area constructed and completed in the Residential Project.

3. Land Description:

- 3.1 The Owner hereof is absolute owner and in possession of a piece of land admeasuring 4971.87 Sq. Mtr. situated on CR Dass Farm, Gopal Pura Flyover, Tonk Road, Jaipur - 302018, bearing Khasra no. 82/528, 583/83, 85, 86, 87, 88/2 as per the revenue records, having its dimensions and details as per *Schedule 2* and Site Plan annexed at *Annexure 5* herewith and forming part of this Agreement, hereinafter referred '*the said land*'.
- 3.2 Patta dated 05/04/2013 bearing No. 12425 issued by the Jaipur Development Authority in the name of Owner approving the Land Conversion for Commercial and Group Housing Purpose duly registered with Sub Registrar, Jaipur II on 12th July, 2013 at Book no. 1 Zild No. 852, Page No. 117, Serial No. 2013052008358 additional book no. 1 Zild No. 3395, at page no. 194 to 201 along with the Sitemap.
- 3.3 By and under the Development Agreement dated 3rd day of July, 2014 made between the Owner of the one part and ARG Developers Private Limited of the other part, the said Owner granted the rights of development of the said land to the said Developer upon the terms and conditions stipulated in the said Agreement. By and under the Development Agreement it was agreed that the Owner and the Developer shall share the revenue from the sale of said residential unit areas/spaces developed in the project in the agreed ratio and each party shall dispose off its share in the residential unit viz Owner having the right in the land and the developer having the right in the construction to the Allottee(s) through a tripartite agreement.

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3.4 There after Promoter applied for Map approval of respective plot and based on application of Promoter, Office of Senior Chief Town Planner and Member Secretary of Building Map Committee (B.P.), Jaipur Development Authority Jaipur approved building layout plans vide letter no. J.D.A ./S.S./B.P.C(B.P.)-2016/D-1715 dated 27-07-2016.

4. PROJECT DETAILS AND PROMOTER REPRESENTATIONS:

- 4.1 The Promoter is in lawful possession of the land Khasra No. 82/528, 583/83, 85, 86, 87, 88/2 situated at CR Dass Farm, Gopal Pura Flyover, Tonk Road, Jaipur - 302018 with a total area admeasuring of 4971.87 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule 2). Accordingly, the Promoter has a legally valid documents of the Project Land and is absolutely seized and is in lawful possession of the Project Land.
- 4.2 The Project Land is earmarked for development of a Group Housing Project and the said project shall be known as "ARGUS".
- 4.3 The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- 4.4 The sellers have taken a project loan from Bank of Baroda towards the development of the project for which the project land has been provided as a security.
- 4.5 The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "ARGUS" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ commercial area/ space/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring about 4971.87 Square Meters situated at plot Khasra No. 82/528, 583/83, 85, 86, 87, 88/2 located at CR Dass Farm, Gopal Pura Flyover, Tonk Road, Jaipur - 302018, The location details are fully described in the Schedule 2.
- 4.6 The Project has been registered with the Real Estate Regulatory Authority on _____ (date) and the Project Registration Certificate No. is _____. This registration is valid for a period of ____ years commencing from ____ and ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- 4.7 The following approvals and sanctions have been obtained in respect of the Said Project :
- The Site Layout Plan of the said Project has been approved by the Jaipur Development Authority vide its Letter No J.D.A ./S.S./B.P.C(B.P.)-2016/D-1715

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dated 27/07/2016 A copy of the Site Layout Plan is enclosed herewith and marked as Schedule 2.

- Approval of the Said Project and permission of building construction upto 59.78 meters height (2 Basements+ Stilt+17) under the relevant legal provisions has been accorded vide Letter No. J.D.A ./S.S./B.P.C(B.P.)-2016/D-1715 by the Jaipur Development Authority.
- Temporary Fire NOC for the Said Project has been accorded by the office of Chief Fire Officer , Nagar Nigam, Jaipur vide no. F9() A.F./NNJ/13-14/2708 dated 05/02/2014.
- The Airport Authority of India has also granted NOC for height clearance for the Whole Project While Letter No. AAI/NOC /2012/185 /2551-56 dated.30/08/2013
- Environmental Clearance from the department concerned has been obtained for the Whole Project vide letter no. F1 (4)/SEIAA/SEAC/Raj/Sectt/Project/Cat.8(a). 'B2' (640)/ 13-14 dated 31/01/2014.

- 4.8 The Promoter has conceived and planned various common areas, amenities and facilities in the said Project as detailed in **Schedule 5**. These common areas, facilities and amenities will be developed along with the project in which they locate and Common Areas and Facilities of the said 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 the Project would be developed along with the said project.
- 4.9 The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.
- 4.10 The details of the number, type and Carpet Area of Apartments for sale in the Said Project as required under Section 4(2)(h) of the Act are as per **Schedule 2 PART C**.
- 4.11 The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4 of the Act have been specifically Provided under **Annexure 1**.
- 4.12 The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities

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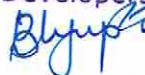
or public health services and other internal development works proposed to be provided in the Project have been specifically mentioned in **Annexure 2**.

- 4.13 The details of other external development works to be taken for the Project have been specifically mentioned in **Annexure 3**.
- 4.14 The details of specifications of material used in construction of the project have been specifically mentioned in **Schedule 8**.
- 4.15 The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works specifically provided in **Annexure 4**.
- 4.16 The Promoter has opened a separate account in Branch Mid corporate Office of Bank Of Baroda for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- 4.17 The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Land Owners regarding the Project Land on which the Project is being developed have been completed.

ALLOTTEES DECLARATIONS

- 4.18 The Allottee(s), being aware of the Project and details given above as well as in the brochure made available by the Promoter and/or on visiting the site of project, has applied for allotment and to purchase a Apartment in the Project and deposited advance amount and agreed to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement as more fully described in **Part A of Schedule 4**.
- 4.19 That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.
- 4.20 The Allottee acknowledges that Promoter has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Flat and has not relied upon and is not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Project/Said Unit. The Allottee is also aware of the infrastructure status of the area, risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and

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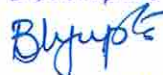
this area in particular and is entering into this transaction after full understanding of all the factors, terms and conditions of this Agreement.

- 4.21 The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- 4.22 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;
- 4.23 The Seller has accepted the request of the Allottee and has agreed to earmark a Flat/Unit as per the application made by the Allottee.
- 4.24 WHEREAS, the parties hereto are now desirous to enter into a proper agreement to sell in respect to the Flat allotted to the Allottee.

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

1. **Description of Unit:** Subject to the terms & conditions as detailed in this Agreement, the Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit earmarked as Flat/ Unit having aggregate built-up area in the Project Building "ARGUS" and undivided proportionate right of using Common Area/facilities such as use of common passage, staircase, lift, water and electrical arrangement along with the use of the Car Parking (more particularly described in *Schedule- 4 (Part A)* attached herewith and shall be hereinafter referred to as the "*Said Premises*" for Total Sale Consideration as mentioned in *SCHEDULE 6*.
2. **Sale Consideration:** The total price of the Unit is more particularly described in **Part A** of *Schedule 6* hereunder.
 - 2.1 The Total Price includes the booking, allotment and installment amounts paid by the Allottee(s) to the Seller towards the Unit as mentioned in **Part A of Schedule 6**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
 - 2.2 The Allottee shall also be liable to pay all applicable taxes, maintenance deposit, documentation charges, stamp duty, registration charges and any other charges

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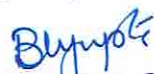


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applicable at the time of registration of this Agreement, Sale Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s).

- 2.3 That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project.
- 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 2.4 **Intimation for payment of dues:** The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part A of Schedule 6** to be paid in the manner provided in **Part B of Schedule 6** hereunder 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.
- 2.5 The Total Price of unit includes price of land, construction of, not only the Unit but also, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the Unit, the right to use the common areas, lift, , fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.
- 2.6 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/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), which shall only be applicable on subsequent payments.

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- 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).
 - The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 2.7 For any value added services like Interior, Gas Pipeline, A.C., H.T. Line, Govt./PHED and Water Supply applicant will have to pay extra as per actual price decided by the Promoter.
- 2.8 It is made clear by the Promoter and the Allottee agrees that the Demised Premises along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 2.9 **Advance Payment:** That the Allottee has paid a sum of as mentioned in **Schedule 6 PART B** to Seller in the manner mentioned therein as advance against booking, the receipt of which, the Sellers do hereby acknowledge.
- 2.10 **MODE OF PAYMENT:** Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan through Cheque / DD to be made in favour of "Escrow A/C ARG Developers private limited". The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. As and when any installment becomes due the Promoter shall inform the Allottee and it shall be obligatory on the part of the Allottee to make payments as per the installment plans provided under Schedule 6
- 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 at the rate prescribed under the act and Rules made there under. The Allottee is aware that the taxes including GST shall be payable in addition to the delay payment charges for delay in payment.

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- 2.11 ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Seller to adjust/ appropriate all payments made by him/ her in against lawful outstanding of the Allottee against the Demised Premises, if any, in his/ her name in the priority of charges, interest, levies, taxes and installment.
- 2.12 INTEREST ON LATE PAYMENT:** That the Allottee shall pay interest per annum on all amounts becoming due and payable by the Allottee to the Promoter from the date of the installment/amount becoming due for the period of delays and/or defaults of the payments. Further, acceptance of any payment without interest shall not be deemed to waive the right of Promoter of charging such interest or the other rights mentioned in this Agreement.
- 2.13 RIGHT TO CANCEL & FORFEIT:** That if the delay in payment by the Allottee exceeds 2 installments , the Seller shall have the right of cancelling the booking & this Agreement to Sell. In case of such cancellation the Seller shall be entitled to forfeit & deduct 10 % of the total amount received till date along-with and also amount of any taxes/duties including GST out of the amounts paid by the Allottee. The Promoter shall refund the balance amount without any interest to the Allottee. The refund shall be given within 45 days from the date of realization of amounts from the new allottee of that unit and amount will be paid by "ACCOUNT PAYEE CHEQUE" only at the last known address of the applicant by Registered post or cheque will be handed over only to applicant personally. Upon such cancellation the Allottee shall not have any lien, right, title, interest, or claim in respect of the Demised Premises and the Promoter shall be entitled to sell the Demised Premises to any other person or otherwise deal with the Demised Premises. Further in case the Allottee / Purchaser has obtained any financial assistance on the Demised Premises then under such circumstances, the Promoter shall have an option to refund the amount of installments as received from the Allottee/ Allottee to the Banker / Financial Institution, as the case may be and the Allottee / Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable by the Bank/ Financial Institution etc. Under any circumstances the lien, charge etc. in favour of the Bank /Financial Institution shall not be complete without full payment of consideration and other Charges. Further the time period for the refund of the amount shall commence only after receipt of No Objection Certificate from the financial institution/ banker in case of the assistance seeked by the allottee.
- 2.14** That the Seller at its sole discretion may opt for waiving this rights of cancellation of this Agreement and claim interest as prescribed under the Act and Rules made thereunder from the Allottee for the period of delay.
- 3.** 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 in

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respect of the Unit or the Said Project without the previous written consent of the Allottee(s) as per the provisions of this Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act.

4. **CARPET AREA:** The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) over and above price as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made at the same rate per sq. ft. on the basis of Carpet Area plus the balcony area.
5. **TIME IS ESSENCE :** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Plot to the Allottee and the common areas and common facilities of the project to the Association of Allottees. That the timely payment of installments, as stated hereinabove and the amount of applicable service tax, stamp duty, registration fee, maintenance and other charges/amounts payable under this Agreement by the Allottee shall be the essence of this Agreement
6. **INTERNAL CHANGES AND STRUCTURE** The Developer provides a guarantee of 5 years or as applicable under any of the laws for the RCC structure of the Building. Further, it shall also holds himself accountable for completion and possession of the demised premises as per the specifications as mentioned under this Agreement. However, under no circumstance, if the Allottee has made any internal changes or modification in the demised premises after the possession thereof, any warranties guarantees regarding the specifications in the demised premises along with electrification and plumbing shall stands withdrawn. The Allottee shall not be entitled to make any claims against the Promoter in respect of the construction work after taking the possession of the Demised Premises. In this case it is important to mention that in

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case any change is made in Internal Work then a permission shall be sought in writing from promoter.

7. That the Seller alone shall be entitled to obtain any refund of the security amounts deposited by it with various authorities, departments etc. during the construction of the Demised Premises.
8. **POSSESSION OF THE DEMISED PREMISES:** Immediately upon completion of the project and obtaining occupancy certificate, the Promoter shall inform the Allottee for taking the possession. The date of handing over the possession of the Unit by the Promoter to the Allottee shall be deemed to be 2 months from service of the information of completion of project and notice of possession, in case the Allottee fails to take the possession before such date.
 - 8.1 If the Allottee(s) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the Allottee(s). The Allottee(s) shall be liable to pay a sum of ₹ 5/- (Rupees Five Only) per Sq. Ft. per month as delay compensation or holding charges to the PROMOTER for the period it delays to take over the possession. The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, etc., to the PROMOTER. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.
 - 8.2 However, notwithstanding the above, the Allottee shall not be entitled to demand the possession from the Promoter before making complete payment of agreed Basic Sale Consideration, Taxes, interest and other charges as per this Agreement. If the Allottee / Allottee defaults in the payment of the Installments upon the construction milestones, then the Allottee / Allottee shall not be entitled to enforce the time line of completion of the construction.
 - 8.3 On obtaining certificate for occupation and use by the Competent Authorities, the Promoter shall hand over the demised premises to the Allottee for his occupation and use and subject to the Allottee having complied with all the terms and conditions of Agreement to Sell.
 - 8.4 Possession of the Allottee - After obtaining the completion certificate and handing over physical possession of the Demised Premises to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Allottee/Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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9. That in case the Allottee (allottee) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following -
- i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee (allottee) only.
 - ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Allottee (allottee), failing which, the delay payment clauses shall be applicable.
10. 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 Apartment.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Project. Since the share/ interest of Allottee(s) in the common areas of the Project 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 the Project to the Association of Allottees as provided in the Act.
 - (iii) **PARKING:** The Allottee understands that the project comprises of open and covered parking spaces spread across the Project. For day today comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Open parking will be given to residents who have not availed the option of covered parking. Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The unallotted parking space shall form part of the Limited Common Areas and Facilities of the said Project. The Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said Flat under any of the provisions of this Agreement.
 - (iv) The Allottee(s) agrees and understands that except the Unit as described in **Schedule-4** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with,

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in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.

- (v) **TERRACE:** That the Allottee shall not have any right in respect of the terrace and parapet walls and outer walls of the Project. The Promoters shall have unqualified and unfettered right to allow/allot to anyone of its choice, the terrace above the top floor of the Project subject to necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the Project only to the permitted persons. The occupier/allottee of such terrace shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the Promoter. The Promoter shall be entitled to use/deal with the terrace for any purpose whatsoever.
- (vi) **FAR/TDR:** The Allottee shall have no right in additional FAR/TDR and this Agreement has been executed in respect of Built Up constructed area. Accordingly, the Promoter shall have the exclusive authority and right to commercially exploit the additional FAR/TDR by making additional construction or otherwise. The Promoter shall continue to have the right to make additions, put hoardings on terrace or on parapet walls, raise additional storey(s), effecting additional structure of any sort etc., as may be permitted by the Local Authorities and all such additions shall be the sole property of the Promoter who will be solely entitled to dispose it off in any manner they want without any hindrance/obstruction whatsoever from the Allottee. The Allottee will not object or resist or create any obstacles, interference or disturbance in the carrying out of the construction of additional storey(s), even if any inconvenience is caused during the construction till the above construction is completed. The Allottee hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the Demised Premises agreed to be acquired by him/or to any compensation or damages on the ground of inconvenience or any other ground. Further, in the event of redevelopment of the Project or development of another building upon the Scheduled Property by the Allottee(s)/society, the first right of refusal shall lie with the Promoter and in the event the Allottee(s)/society of the Project are willing to get

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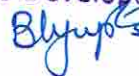
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such redevelopment or development done by some other builder/developer, the Allottee(s)/society shall first obtain No Objection Certificate from the Promoter.

11. **EASEMENT RIGHTS:** The Promoter shall be entitled to connect the electric, water, sanitary, drainage fittings etc. on additional structure/storeys with the existing, electric, water, sanitary, drainage sources etc. at its own cost. The Allottee shall not be entitled to raise any objection or claim any deduction in price of the Demised Premises or claim any compensation on the grounds of inconvenience or any other cause whatsoever or use of the Common Facilities whatever has been provided in the Project. In this event, the impartible undivided proportionate share in the Common Expenses in term of this Agreement shall stand automatically changed and varied proportionately. Further in case of any amalgamation or merger of the common facilities under this Project with any subsequent projects, the easement right shall extend to the said project automatically.
12. This Project will be Integrate with the subsequent Project and after Integration allottee hereby accord his consent for not having separate boundaries for this project except Lobbies. This project and subsequent project will have common boundaries. The usage right for the common facilities of subsequent projects shall extend to this project allottees subject to compliance of all applicable terms, conditions and charges for usage and membership of club and common facilities.
13. **DISCLOSURE:** That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc
14. **SIGNAGE:** The Promoter shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Building/Complex, and common area and use such open, free space for brand promotion etc. The Allottee shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within and/or outside the Building/Complex.
15. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has 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 Unit to the Allottee(s),

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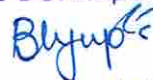
the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 16. ASSIGNMENT:** The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The ALLOTTEE assures that the PROMOTER shall not be liable on any account, whatsoever, in respect of any transaction between the ALLOTTEE and his / her nominee(s). It is distinctly understood by the ALLOTTEE that upon such transfer, the ALLOTTEE shall no more be entitled to any privileges and facilities, if any, available in the said Flat arising from the allotment of the said Flat. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

- 16.1** That if the Allottee wants to transfer the rights under the Agreement to Sell of the Demised Premises in favor of another person, such assignment will be allowed only after payment of transfer fee of Rs. 100/- per Sq. Ft. over Super Built-up Area of the unit (plus GST/ Service Tax/VAT and other applicable taxes) by the Allottee to the Seller for each subsequent transfers. In the case of transfer or assignment of said provisional allotment / rights to any of its relative as defined under Income Tax Act, 1961, the Allottee shall be liable to pay 50% of the transfer fee as applicable. The transferee shall ensure before making full payment that this amount has been paid by the transferor to the Seller, otherwise the same shall be payable by the transferee. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

However, the Allottee(s) can exercise this right only after [1] delivery of possession of the Demised Premises to the Allottee, [2] any dues of whatsoever nature owing to the Promoter/ Society or payable hereunder are fully paid up, [3] a N.O.C. has been issued by the Promoter /Society in this regard and [4] the Allottee(s) has not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement. The Promoter /Society or their nominee(s) shall be entitled to enforce all terms and conditions of this Agreement against any person/entity who has been inducted in the Demised Premises, irrespective of the fact whether such entry in the Demised Premises is permissive or hostile.

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- 16.2 The Allottee and the persons to whom the Flat is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.
17. The Allottee undertakes not to sub-divide the said Flat, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Flat, in favour of any person / PROMOTER by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person / PROMOTER so inducted by the ALLOTTEE shall also be bound by the terms and conditions of this Agreement. The PROMOTER or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person / PROMOTER / entity who has been inducted in the said Flat, originally agreed to be sold to the ALLOTTEE, irrespective of the fact whether such entry in the Flat of the ALLOTTEE is permissive or hostile.
18. **RESIDENTIAL USE:** The Allottee shall use the said Apartment only for the residential purpose. Since the captioned project is a Group housing project and the Allottee is well aware of this fact, The unauthorized change of use would not only ruin the image of the Building/ Apartment, but also would adversely prejudice the rights and interests of other Allottee(s) of the Building/ Apartment. The same would also seriously impair the cleanliness of the Building/ Apartment and would create hurdles in its maintenance.
19. **TAXES & LEVIES:** That in addition to the Sale/Purchase consideration of the Apartment/unit, the Allottee shall bear all taxes, levies or assessments including lease money whether levied before or leviable now or in future on the Land and the Complex as the case may be, falling due from the date of execution of this Agreement. The Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Apartment/unit and for execution and registration of Sale Deed or for transfer or Conveyance in relation to the Apartment/unit.
- 19.1 That so long as each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, such apportionment shall be made by the Promoter or their nominee, as the case may be, and

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the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be charged on such due amount.

20. That in the event of any amount being payable by the Promoter by way of any statutory tax or levy to any competent authority in respect of such portions of the Project and/or the Building which shall continue to be owned and possessed by the Promoter for the common benefit of all the Allottees of the different Flats of the Project and/or the building, then all such taxes and levies on such portions of the Project and/or the Building, as the case may be, shall be divided amongst all the Allottees in the ratio of their respective built up areas of the Flats held by them. The Allottee(s) shall reimburse the Promoter regarding such statutory taxes or levies in proportion of the built up area of the Flat purchased by it. In case of any delayed payment interest shall be charged on such amount. The Allottee shall, from the date of receiving possession maintain the said Flat at his /her cost, in a good, repair and condition and shall not do or suffer to be done anything in or to the said Flat, or the Common Area/Common Parts or the compound of the Complex which may be in violation of any laws or rules of any authority or By-laws of the Complex or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good repair condition and maintain the same in proper condition and ensure that the support, shelter, etc., of the Flat or pertaining to the Flat, is not in any way damaged or jeopardized.
21. Since the said Flat agreed to be sold is a part of Complex and it is in the interest of the Allottee / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Complex including the common areas and to give an effective hand to the PROMOTER or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the PROMOTER or its nominee and lawful occupants of the various flats in general, to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this purpose, the ALLOTTEE agrees that the PROMOTER or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the complex will be at liberty to call upon the ALLOTTEE / lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of

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security services will not cast any liability of any kind upon the PROMOTER or its nominee.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER : The Promoter hereby represents and warrants to the Allottee(s) as follows:

- 22.1 The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 22.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 22.3 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit; (In case litigation, give details)
- 22.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- 22.5 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;
- 22.6 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 22.7 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;
- 22.8 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- 22.9 No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- 22.10 The Promoter shall obtain all such insurances notified by the State Government, as required under sub-section (1) of section 16.
- 22.11 The Promoter shall be liable to pay the premium and charges in respect of the insurance and shall pay the same before transferring the insurance to the Maintenance Association.
- 22.12 The insurance shall stand transferred to the benefit of the Allottee(s) or the Maintenance Association as the case may be, upon the execution of this Agreement.

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23. That the Allottee hereby agrees:

- 23.1** All fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Maintenance Association and nowhere else. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions
- 23.2** The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 23.3** That the said ownership rights in the said Flat have been agreed to sold to the Allottee only for the specified purpose of being used as Residential purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the said Premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.
- 23.4** That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other flats and/or Common Area / Common Parts/ Facility in the Complex.
- 23.5** That the Allottee shall not do or suffer anything to be done in or about the said Flat which may tend to cause damages to any Common Area/ Roads/ Streets in the Complex or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- 23.6** That the Allottee shall not at any time demolish the structure of the said flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof.
- 23.7** That the ALLOTTEE may, however, make suitable changes in the said Flat as provided hereinafter without causing damage or harm to the structure of said Flat & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.
- 23.8** That the ALLOTTEE shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, or any external wall of the Flat, which in the opinion of Promoter differ from the overall scheme of the Complex.

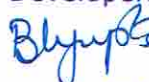
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- 23.9 That neither the Allottee nor the occupant of the said Flat shall put up any signboard, hoardings, publicity or advertisement material, outside the Flat or anywhere in the Common Area / common Parts. The Allottee shall be allowed to put up his name-plate at the space provided by the Promoter for this purpose.
- 23.10 That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/ things.
- 23.11 That any explosives, combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by the Allottee under any circumstances in the said Flat.
- 23.12 That the ALLOTTEE shall carry out day-to-day maintenance of the said Flat and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Flat at its own costs without affecting and disturbing other flat/Units/office spaces holders.
- 23.13 That he shall comply with and carryout, from time to time, after it has taken possession (as defined in this Agreement) of the Flat all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Flat, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 23.14 The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Flat owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- 23.15 The Promoter shall facilitate the electricity connection for the said apartment and Allottee shall be required to maintain separate electric connection for the said Flat in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The ALLOTTEE has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Flat and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Flat. However, cabling, MCB main switch will be provided by the Promoter.

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- 23.16 The Allottee shall be permitted to carry out at his / her own cost but without damaging the main structure of the said Flat as well as ceiling, etc inside the premises of the Flat, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.,
- 23.17 The Allottee(s) shall be liable to pay from the date of expiry of from the date of completion certificate, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit.
- 23.18 The Allottee shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the Project or any part thereof. The Allottee hereby indemnifies the Promoter against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible.
- 23.19 The Allottee shall not be permitted the closing of verandah or balconies or common passages or common corridors or staircase even if particular floor/floors are occupied by the same party
- 23.20 The Allottee agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy or can or are likely to affect, endanger or damage the construction of the Project. The Allottee shall not install any machinery, which may create sound or noise, which may in any manner cause damage or harm to the Project or any structure or portion thereof. The Allottee further agrees that the explosives or combustibles articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by him under any circumstances in the Demised Premises. The Allottee shall not be entitled to use any oven to be lit up with fire or to use vapour lamps and /or similar appliances which may be deemed to adversely affect the electrical installation in the Project.
- 23.21 The Allottee shall not throw any rubbish or store any article or combustible goods in the Common Parts save to such extent and in such place or places, if any, as specified and/or permitted by the Promoter.
- 23.22 The Allottee shall not do anything whereby the other co-allottees are obstructed in or prevented from the enjoyment quietly and exclusively of their respective units/flats and jointly of the common spaces.

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24. (a) The Maintenance Charges shall inter-alia include the following:
- i Exterior Maintenance Charges: These charges relate to maintenance of various services and facilities outside the boundary wall of the Complex till the maintenance thereof is handed over to a local body or civil authority for maintenance.
 - ii Common Area Maintenance Charges: These Charges relate to maintenance of open space within the boundary wall of the Complex but outside individual Flat premises such as maintenance of compound wall, electrification, ramps, boundary wall, water supply, tube well, sewerage and footpaths/pavements, Cost of the security services, Repairs and replacement of Capital Machinery and Equipments installed in the common areas of the Complex and other services etc.
- (b) That the total Maintenance Charges shall be fixed by the PROMOTER or its nominees or the Association of Allottee or Maintenance Society. The ALLOTTEE further specifically agrees that the Promoter or the Maintenance Agency or its nominee may suitably increase the rates at any time in view of the increase in the cost. The decision of the PROMOTER or its nominees or the Association of Allottee or Maintenance Society, in respect of the cost of maintenance will be final and binding on the ALLOTTEE. These charges shall be paid at monthly / quarterly / half yearly intervals, as decided by the PROMOTER or the Association of Allottee or Maintenance Society, from time to time. Further in addition to agreed monthly maintenance charges, the ALLOTTEE shall also be liable to pay GST/Service Tax on such maintenance charges at the rates prevailing from time to time.
- (c) As and when any plant & Machinery within the said Complex in which the said Apartment is located, as the case may be, including but not limited to lifts, DG Sets, Electric Sub stations, pumps, firefighting equipment, any other plant/equipment of capital nature etc require replacement, up-gradation, additions etc., the cost thereof shall be contributed by all the Allottees in the said Complex as the case may be on proportionate basis. The Promoter or the Association of Allottee or Maintenance Society shall have the sole authority to decide the necessity of such replacement/up-gradation, addition etc including its timings or cost thereof and the Allottee agrees to abide by the same.
25. **COMPLIANCE OF LAWS RELATING TO NRI:** 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,

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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. The Promoter accepts no responsibility in this regard. 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 favor of the Allottee(s) only.

26. 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, before the completion of the Project, the Promoter shall be entitled to forfeit the Booking Amount, all/any 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 of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 45 days from the date of realization of amount from new Allottee/Buyer of that unit.

27. Cancellation by Allottee(s) after Completion Certificate: Notwithstanding anything contained anywhere in this Agreement, the Allottee shall not be entitled to cancel /withdraw from the Said Project after issue of completion certificate.

28. COMPENSATION - The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete the project, it is unable to give possession of the

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said Demised Premises in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Space, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottee does not intend to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Demised Premises, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- (A) In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
 - (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Space, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.
- (B) **EVENTS OF DEFAULTS BY ALLOTTEE AND CONSEQUENCES :** The Allottee(s) shall be considered having committed a default, on the occurrence of 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; delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard; after the issuance of Offer Letter, 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; after the issuance of Offer Letter, 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; breach of any other terms & conditions of this Agreement on

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the part of the Allottee(s); violation of any of the Applicable Laws on the part of the Allottee(s). In such circumstances the Promoter's rights/remedies are:

- (i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of atleast 30 days to the Allottee(s) in this regard;
- (iii) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges @ 0.2% per month on the Total Price of the Unit; (d) taxes (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 is recovered.
- (iv) 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.
- (v) Upon termination of this Agreement by the Promoter as 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 after the sale of Unit to a new allottee/ Allottee, from the amounts realized from the such new allottee/ Allottee:
 - (i) The Booking Amount;
 - (ii) all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit;
 - (iii) The interest paid/ payable by the Allottee(s) to the Promoter, if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/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.

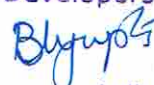
- 29. CONVEYANCE DEED:** The Promoter shall prepare and execute along with the Allottee(s) conveyance deed to convey the title of the Demised Premises in favour of the Allottee only after receiving full payment of the total consideration of the Demised

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Premises allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Promoter from time to time prior to the execution of the conveyance deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorize the Promoter to withhold the registration of the conveyance deed in his/her favour till full and final settlement of all dues to the Promoter is made by the Allottee and agrees to bear the consequences.

- 30. STAMP DUTY AND REGISTRATION:** That the Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Demised Premises and for execution and registration of sale deed and/or for transfer or Conveyance in relation to the Demised Premises. In the event of any amount being payable by the Promoter by way of any statutory tax, levy and one time lease money to any competent authority in respect of the entire Scheduled Property then all such taxes, levies and one time lease money shall be divided amongst all the allottees/purchasers in the ratio of their respective areas of the units held by them. The Allottee shall reimburse the Promoter regarding such statutory taxes or levies in proportion of the area of the Demised Premises agreed to be purchased by it, within a month of such payment by the Promoter. The Allottee shall be liable to pay interest as per the State Bank of India Highest Marginal Cost of Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules in case of any delay in making such payment by the Allottee(s).
- 31. DEFECT LIABILITY :** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. In this case it is important to note that there can be slight hairline cracks, due to temperature variations and hydrogenous nature of Construction for which the promoter shall not be liable as stated above in case of any other defect pointed by the allottee. The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act. However in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or any damage caused due to Force Majeures shall not be covered under defect liability period.

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- 32. BINDING EFFECT :** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and after deducting the Registration Amount the entire amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
- 33. ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
- 34. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Space / Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Building. However, the Promoter already availed loan from Bank of Baroda (as mentioned above) and the Promoter can change the Lender for the project benefit and such mortgage shall not affect the interest of the allottee in any law for the time being in force. The Promoter shall provide the NOC from Bank/FI to the allottee at the time of execution of sale deed.
- 35. RIGHT TO USE:** That save and except the ownership rights in respect of the Demised Premises and the right to use and enjoyment of Common Areas/facilities like lift, corridor and the right of ingress and egress over or in respect of any of the Common Areas, such as lobbies, staircases, corridors etc. or any part thereof, the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever in the Project which shall always remain the absolute property of the Promoter until the Promoter specifically transfer or assign any/all such right(s) or title to any other person(s) or agency.

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36. That the right to use and occupy the Demised Premises by the Allottee shall be in accordance with and subject and subordinate in all respects to the provisions of the bye-laws of the State of Rajasthan and to such other regulations as the Promoter may from time to time promulgate.
37. If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Promoter, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter, which shall be final and binding on the Allottee.
38. That the Demised Premises are a part of the Project and it is in the interest of the Allottee/occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Demised Premises, including the Common Areas and to give an effective hand to the Promoter / Society or its nominee to deal with such unlawful entrants/peddlers, etc. and also to enable the Promoter/Society or its nominee and lawful occupants of the various premises in general, to deal more effectively with the security of the Demised Premises and maintenance of order therein, the entry be regulated. For this purpose, the Allottee agrees that the Promoter/Society or its nominee shall be free to restrict the entry of anyone into the Project whom it considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the Allottee/lawful/tenant/occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, the provision of security services will not cast any liability of any kind upon the Promoter/Society or its nominee.
39. That the Promoter and its nominees shall have the first lien and charge on the Demised Premises in the event of the Allottee parting with any interest therein for all its dues

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thereto and/or that may hereafter become due and payable by the Allottee to the Promoter under this Agreement.

40. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be considered as waiver on the part of the Promoter of any breach or non-compliance of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.
41. **INTERIOR ADAPTION:** That, if the Allottee intends to carry out the interior adaptations and interior works in the Apartment/unit and seeks permission thereof, the Promoter may permit the same subject to the following conditions.
- 41.1 Further payments due under the Agreement towards security deposit, maintenance charges, etc., are regularly and punctually paid and if any amount payable is in arrears and remains unpaid for a period of thirty (30) days or more after the same has been due or if the Allottee omits to perform and observe any covenant or condition to be performed and observed on the part of the Allottee and continues to do so for a period of thirty (30) days, the Promoter shall have the right to cause the Allottee to specifically perform its obligations under this Agreement and/or to claim damages from the Allottee. Such rights of the Promoter shall be without prejudice to the other rights/remedies available to the Promoter under this Agreement or under the applicable laws. The Promoter/Maintenance Society may discontinue any service/amenities to the Allottee(s) until such due payment with relevant rate of interest has been recovered from the Allottee(s). The discontinuation of such amenities/ facilities shall also not discharge the Allottee(s) from these liabilities and same shall be recoverable from him.
- 41.2 The work of interior adaptation undertaken by the Allottee shall not obstruct or affect the interior work being done by any other Allottee(s) of the Project and/or the Building or cause any nuisance of any kind, which may be objectionable to the Promoter, or any other Allottee(s) of Flat(s) and area(s) in the Project and/or Building. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Promoter/Maintenance Society, the Promoter/Maintenance Society shall have the right to cancel the permission forthwith.
- 41.3 The Allottee shall ensure complete safety of material and the equipment kept in the Apartment/unit, to be used or useable in the interior works undertaken by the Allottee and the Promoter/Maintenance Society shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/Maintenance Society shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself /themselves. The Allottee shall

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indemnify and keep the Promoter/Maintenance Society harmless against all such claims or liabilities.

- 41.4 That Allottee shall be permitted to carry out at his/her own cost but without damaging the main structure of the Apartment/unit as well as false ceiling/ sprinkler system/ smoke detectors provided inside the premises, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax, etc., would be the allotted responsibility of the Allottee.
- 41.5 The Allottee shall comply with all directions/requirements, as stipulated by the Promoter/Maintenance Society or its authorized staff while carrying out the interiors in the Apartment/unit.
- 41.6 The Allottee shall not damage or cause any harm to the structures in the Apartment/unit or any part thereof in the process of carrying out the interiors and in case of any such damage, the Allottee shall be liable to compensate the Promoter/Maintenance Society.
42. **CLUB HOUSE FACILITIES:** The PROMOTER has/ shall design a club house with facilities consisting of pool, health club gymnasium, etc. The club house shall be run and maintained exclusively by the MAINTENACE AGENCY. The MAINTENACE AGENCY shall be entitled to make the rules and regulations for use of club facilities and the ALLOTTEE undertakes to abide by such rules and regulations. The ALLOTTEE shall be entitled to use the Club House subject to payment of operation charges, usage charges etc. in respect of the Club House as decided by the MAINTENACE AGENCY from time to time along with applicable taxes and subject to the terms and conditions of the Sale Deed executed in favour of the Allottee and the bye-laws of Club House. Any ALLOTTEE being a defaulter in terms of paying usage charges/ maintenance charges against the services availed in the club house shall not be allowed to use the services and facilities of the club house and the decision of MAINTENACE AGENCY shall be final in such an event.
43. **ELECTRICITY CONNECTION:**
- 43.1 That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is incurred by the Promoter. The Purchaser shall be entitled to avail and get electric connection from JVVNL only

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after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.

- 43.2 The Allottee has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- 43.3 The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- 43.4 Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter / Maintenance Society.
- 43.5 The Seller may provide for a single power bank scheme which shall be installed under the process of prepaid meters and consistent electric wiring. In case of its installation, the Allottee shall be liable to adhere to rules and regulations applicable for the said electric connection and any electricity charges as may be required to be paid on the pre paid basis shall be paid by the Allottee without any objections whatsoever.
44. That the Allottee hereby covenants with the Promoter to pay from time to time all the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the terms and conditions contained in the Agreement and to keep the Promoter and its agents and respective estates and effect, indemnified and harmless against the payments under this Agreement and observance and performance of the terms and conditions mentioned herein and also against any loss or damages that the Promoter may suffer as a result of non-observance or non performance of the said terms and conditions, except in so far as the same are to be reserved and performed by the Promoter. The timely payment by the Allottee shall be essence of the agreement.
45. That subject to timely payment of all & any amounts and dues under this Agreement and performance of the terms of the Agreement and stipulations on the part of the Allottee herein contained, the Allottee shall peacefully hold and enjoy the Apartment/unit without any interruption by any person rightfully claiming under or in trust for the Promoter.
46. That in all the matters not hereby specifically provided, the decision of the Promoter shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of common amenities, services and facilities at the said Project and/or Building or generally in relation to matters of upkeep and maintenance of the Project and/or Building, the decision of Promoter/Maintenance Society in that respect shall be final and binding on Allottee

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- 47. MAINTENANCE SOCIETY:** That the Promoter shall hand over the common areas to the maintenance society with the main object to take over from the Promoter, the responsibility of maintenance of common areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Allottee agrees and undertakes that he shall abide by and comply with the bye-laws and rules and regulations of such maintenance society. After the Promoter hands over the management/ maintenance of the common areas to the Society then it shall be the sole responsibility of the Society, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and the Allottee agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and other dues to the Society from time to time regularly.
- 47.1** The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement. Till execution of Maintenance Agreement Allottee shall be bound to follow Maintenance Decisions taken by the Promoter or Maintenance Society.
- 47.2** The ALLOTTEE agrees that:
- a) The ALLOTTEE shall pay to the "Maintenance Society" common area maintenance charges ("CAM Charges") as fixed by the "Maintenance Society" against the cost of expenses borne towards the up keep and maintenance of Common Areas and facilities. The ALLOTTEE shall be required to pay the CAM Charges even if the Demised remains unoccupied during the relevant month. The CAM Charges shall be charged on built-up area of the Demised Premises from the date as conveyed by the Promoter/"Maintenance Society". The minimum monthly CAM Charges shall be computed at the rate per square feet per month plus service tax in respect of the built-up area of the Flat, which shall be intimated to the ALLOTTEE in due course. The "Maintenance Society" shall raise a monthly invoice at specified rate per sq. ft. per month plus service tax for the built-up area occupied by the resident /occupant towards Common Area maintenance. The said CAM Charges shall be paid by the ALLOTTEE within seven (7) days of receipt of invoice/bill/debit note, failing which interest shall be charged. In the event of default in payment in committed by the ALLOTTEE in timely payment for the second consecutive month along with interest and arrears of previous month, the "Maintenance Society" or its nominee shall be entitled to appropriate action in such regard. This shall be without prejudice to the rights reserved by PROMOTER /"Maintenance Society" under this Agreement or any other law in force. However "Maintenance Society" shall not collect

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or charge the common area maintenance charges of the unsold space belongs to the PROMOTER.

- b) The ALLOTTEE agrees that the CAM Charges have been fixed in the context of the present expenses being incurred in maintaining the said Project. The ALLOTTEE agrees to pay the enhanced rates in future against these CAM charges due to increase/escalation in the input cost incurred in the maintenance of the Project. It is agreed by the Allottee that the "Maintenance Society" shall have the sole right to revise the per sq. ft rate of the CAM Charges as aforementioned if there is any increase of input in the cost component and the decision of "Maintenance Society" in this regard shall be final. The ALLOTTEE hereby agrees to pay the revise rate per sq. ft. without any dispute.
 - c) The PROMOTER shall carry on the work of maintenance of the Common Areas till such work of maintenance is handed over to the "Maintenance Society" by the PROMOTER.
 - d) The ALLOTTEE shall be liable to pay charges on pro-rata basis, as may be determined by PROMOTER/ "Maintenance Society" or its nominee for maintaining various services and facilities in the exterior of the boundary wall where the Project is situated until the maintenance thereof is handed over to a local body or civil authority, which shall thereafter maintain the same.
 - e) The contents of Demised Premises shall be got insured by the ALLOTTEE at his/her own cost. The ALLOTTEE shall not do or permit to be done any act or thing which may render void or voidable insurance of the Demised Premises or any part of the Project or cause increase in premium payable in respect thereof.
 - f) All sums assessed by the "Maintenance Society" and remaining unpaid by the ALLOTTEE or occupant inducted by him/her shall constitute a charge on the Demised Premises. The ALLOTTEE shall comply with the decisions and resolutions of the "Maintenance Society" or its representatives and failure to comply with the same shall empower the "Maintenance Society" or any person nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the ALLOTTEE / occupant from using and utilizing Common Areas and facilities and simultaneously obtain, if so required, injunctive relief against such ALLOTTEE / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air-conditioning, etc., shall not absolve the ALLOTTEE/occupant inducted by him of his/her liability to pay the CAM charges to the "Maintenance Society".
- 47.3 The Allottee along with other Allottee/occupants of various other units in the building shall be governed by the rules and regulations as described in the maintenance agreement/occupants hand book prepared by the Promoter/society/FMC and the same has been delivered to Allottee.
- 47.4 That both the parties have irrevocably agreed upon that for the purpose of getting technical know-how & experience services for the maintenance work, shall assign their maintenance work to the "Facility Management Company", which have their expertise or any other Society under the prior written consent of the Promoter/ builder, whose

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goodwill and reputation for well maintenance of the Property is being involved therein. That the Promoter/ FMC/ maintenance Society will be entitled to charge any additional amount from all or any particular member keeping extra ordinary use and enjoyment of common area and common services by any such member or any other person / persons and which may necessitates any additional expenses for maintenance of common area and common services. The FMC/ maintenance Society will also be entitled to charge any separate amount for any common service to be provided to the Allottee and / or occupiers of the said unit as per its bye-laws or as per rate fixed by the FMC.

- 47.5 Entire maintenance upkeep and preservation of the said Building, operation of the common services and management of common areas therein shall be done by the Promoter/Maintenance Society or its nominee. For this purpose the Allottee will pay the Promoter/Maintenance Society or its nominee, the monthly maintenance charges.
- 47.6 The Allottee agrees to pay monthly maintenance charges as per the rules & regulations of the maintenance Society formed by the Promoter for entire maintenance, upkeep and preservation of the said Building, operation of the common services and management of common areas of the Project. The aforesaid rates for maintenance will be decided in the context of prices of the materials, commodities and services and official levies, fees etc. The Allottee further specifically agrees that the decision of the Promoter or its nominee or maintenance Society will be final in this regard.
48. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Plot 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.
49. **USAGE:** Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.
50. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of a Apartment/ Space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. Association of Allottees shall be liable and responsible for applying or obtaining renewal of All NOC, statutory renewals which are required to be obtained for the Building in future after conveyance of common areas in favour of Association of Allottees. Failure to get statutory approvals or renewal within the prescribed time and/or consequences

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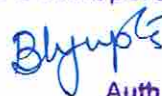
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resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

- 51. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Space / Building, as the case may be.
- 52. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 53. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/ Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Plot, in case of a transfer, as the said obligations go along with the Apartment/ Plot for all intents and purposes.
- 54. WAIVER NOT A LIMITATION TO ENFORCE:** The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees. 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.
- 55. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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56. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments Project.
57. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
58. **PLACE OF EXECUTION :** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at----- (*specify the address of the Sub-Registrar*). Hence this Agreement shall be deemed to have been executed at -----.
59. **NOTICES:** All letters, receipts, and/or notices issued by the Promoter or its nominee and dispatched under certificate of posting to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectively discharge the Promoter/ nominee.
60. **JOINT ALLOTTEE:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
61. **SAVINGS:** Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, Space or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, Space or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.
62. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act,

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rules and regulations made thereunder including other applicable laws of India for the time being in force for the time being in force.

- 63. JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
- 64. ALTERNATE DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Party to the First Part shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.
- 65.** If anything mentioned inadvertently which is not the intention of promoter then that will be taken on actual basis. (E&OE)
- 66. INDEMNIFICATION:** 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 19 and/or (vi) due to failure of the Allottee(s) to appear

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before the sub-registrar for registration of this Agreement as per Clause 19 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- 66.1 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 66.2 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.
67. **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 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.
68. That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and the other copy has been retained by the Allottee. Both the copies shall be considered as original and shall constitute one and the same Agreement.
69. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

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

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

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

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

PROMOTER/SELLER For and on behalf of M/s
Name Signature Designation
WITNESSES 1- Signature Name Address 2- Signature Name Address

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SCHEDULE - 1

DESCRIPTION OF THE BUYER/ ALLOTTEE

Please affix your

Mr./Mrs./Ms. _____

Son/Daughter/Wife of Mr. _____

aged about ____ years r/o Plot No. _____

Income Tax Permanent Account No. (PAN) _____

JOINTLY WITH

Mr./Mrs./Ms. _____ Son/Daughter/

Wife of _____

Age _____ Profession _____

Residential Status: Residential/Non-Resident/Foreign National of

Indian Origin _____

Income Tax Permanent Account No. _____

Ward/Circle and place where assessed to Income Tax _____

(if ALLOTTEE is a non resident or foreign national of Indian Origin)

[Hereinafter jointly and severally referred to as the "**ALLOTTEE(s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)]

OR

M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932, having its office at _____

through its partner authorized by resolution dated _____ Shri / Smt.

_____ [hereinafter referred to as the "**ALLOTTEE(s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to

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include all the partners of the partnership firm and their legal heir(s), legal representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)].

Income Tax Permanent Account No. _____ (Copy of the resolution signed by all Partners annexed herewith).

OR

M/s. _____ a Company registered under the Companies Act 1956, having its registered office at _____, through its duly authorized signatory Shri / Smt. _____ authorized by Board Resolution dated _____ [hereinafter referred to as the "ALLOTTEE(s)" or the Party of the Second Part which expression shall unless repugnant to the context or meaning thereof, be deemed to include its legal representative(s), successor(s) and permitted assign(s)].

Income Tax Permanent Account No.

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SCHEDULE-2

Part A

(Details of land holdings of the Promoter and location of the Scheduled Land)

The piece and parcel of the plot of land admeasuring 4971.87 sq. meters and there about lying and situated at Khasra No. 82/528, 583/83, 85, 86, 87, 88/2, CR Dass Farm, Gopal Pura Flyover, Tonk Road, Jaipur - 302018, bounded on the:-

In North :- Sindhi Colony

In South :- ARG ONE Phase II

In East :- Tonk Road

In West :- ARG ONE Phase II And measuring

North to South

East to West

Latitude/ Longitude of the end points of the Project

In North

In South

In East

In West

PART B

DESCRIPTION OF BUILDING

All that main building known as "ARGUS(The First Tower at ARG ONE)" construed on the aforesaid land of Plot No. 82/528, 583/83, 85, 86, 87, 88/2 situated at CR Dass Farm, Gopal Pura Flyover, Tonk Road, Jaipur - 302018 having total area 4971.87. 00 Sq. Mtr. Has been allotted to owner by Jaipur Development Authority vide letter no. _____ having Basement, Stilt Floor and First to Seventeenth floor and additional floor/stories in various blocks and construction to be constructed by the Builder & Developer or anybody on its behalf in future.

PART C

DESCRIPTION OF FLAT/UNIT

The Allottee has applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ Square Feet, type _____, on _____ floor in [tower/block/building] no. _____ (Building) along with garage/covered parking no. _____ Admeasuring _____ Square Feet in the _____ [Please insert the location of the garage/covered

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parking], as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act.

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

Map of the Unit

SCHEDULE-3
(Lay-out Plan of the Project)

SCHEDULE-4

Part A

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

S.No.	Particulars	Detail
a)	Unit No.	
b)	Floor	
c)	Type	
d)	Parking No.	
e)	Phase	
f)	Carpet Area	
g)	Exclusive Balcony	
h)	Build-up Area	
i)	Super Area	

The above flat bearing no. _____ shall comprise of the following:

- Carpet Area comprised within the unit. However, the roof of the Unit shall be used both as the roof of the Unit as well as the floor of the unit or units constructed above it and similarly the floor of the Unit shall be used both as the floor of the Unit as well as the roof of the unit or units below it and the roof and the floor of the unit shall jointly belong to the Allottee and the Allottee of the other units directly above and under the unit.
- The walls and columns, if any, within and outside the unit save the wall or walls separating the Unit from the other unit or units on the same floor shall belong to the Allottee and the said common wall or walls separating the Unit from other

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unit or units on the same floor shall jointly belong to the Allottee and Allottee or Allottees of other such unity or units.

- iii) The proportionate indivisible share in common area and facilities shall jointly belong to the Allottee and the Allottee of other units in the said Building.
- iv) The Super Area disclosed is for comparison purpose only and is equivalent to ___ times of the Built-up Area of the flat comprised in the Unit and the said multiplication factor has been arrived at after taking into account the proportionate Area comprised in Common Areas and common facilities in the Building and in the Complex and other relevant parameters and for commercial consideration.

Part B

Floor Plan of the Apartment and Block/Tower in the said project

SCHEDULE-5

(Details of Common Areas, facilities and amenities of the Whole Project)

Common Areas/Common Spaces/Common Parts

- 01. Staircase and landings on the entire floors including main entrance lobby.
- 02. Water pipes and other plumbing installation from the Overhead/ Underground water tanks for the supply of the water.
- 03. Electric wiring, meters and fittings, electric panel upto the demised premises, Transformer etc.
- 04. Light and electrical fittings if any in the aforesaid common parts.
- 05. Boundary wall.
- 06. Main Gate.
- 07. Bore well and pump.
- 08. Open set-backs of the Plot after leaving space for the reserved open car parking areas.
- 09. Lift and its machineries, Lift well, Generator for common use etc. (if any).
- 10. Common Open spaces within the Building
- 11. Common Club House

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SCHEDULE-6

Part A

The Total Price for the Demised Premises based on the carpet area is Rs. (in words Rupees..... only) ("Total Price") (Give break-up and description):-

Block/ Building/ Tower no..... Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*	Total Price (in Rupees)
1. Carpet Area of Apartment Square feet		
2. Proportionate common area of Apartment..... Square Feet		
3. Preferential Location Charges..... Square Feet		
4. Area of Exclusive Balcony or Verandah Square Feet		
5. Area of Exclusive Open Terrace..... Square Feet		
6. Maintenance Charges		
7. Others :-		
Total Price for the Apartment		Rs.....

Garage/ covered parking-1

Price for 1 (in Rs.)

Garage/ covered parking-2

Price for 2(in Rs.)

Total price (in Rupees)

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The Total Sale Consideration mentioned does not include and thus, the Allottee shall additionally bear and pay the following:-

- a) Electric connection charges within the said premises and security deposit.
- b) Goods & Service Tax (GST) and other taxes applicable (from time to time), shall be borne and paid by the Allottee of the flat.
- c) Amenity charges : Rs. _____ excluding GST.
- d) Maintenance Corpus @ Rs. _____/- per square feet (To be paid at the time of intimation of possession)

The charges to be paid under head (a) to (d) are hereby known as additional charges.

Part B

Advance Payment: The Allottee / Allottee/ Purchaser has paid Rs. _____ (Rupees _____ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S. NO.	Cheque No.	Dated	Amount	Service Tax	Drawn on
	TOTAL				

Balance Payment Schedule: The Allottee hereby agrees to pay the balance Basic Sale Consideration of Rs. /- (Rupees only) which shall be payable in instalments in the following manner:

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total Price
1	Booking	10%
2	Within 45 days of Booking	10%

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3	Lower Basement Floor Roof Level	8%
4	Upper Basement Floor Roof Level	6%
5	2th Floor Roof Level	6%
6	4th Floor Roof Level	6%
7	6th Floor Roof Level	6%
8	8th Floor Roof Level	6%
9	10th Floor Roof Level	610%
10	12th Floor Roof Level	6
11	15th Floor Roof Level	6%
12	17th Floor Roof Level	6
13	Last Floor Roof Level	6
14	Completion of Outer Plaster Work	6
15	On Possession	6% + maintenance corpus
	TOTAL	100 + maintenance corpus

* Taxes will be paid in addition to above charges as per applicable laws.

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SCHEDULE-7

SCOPE AND MEANING OF MAINTENANCE / Common Expenses

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, construction, decorating, re-decorating and lighting for common areas and also the outer walls of the building and parking spaces.
2. The salaries, perquisites and allowances on all persons employed for the aforesaid purposes.
3. Insurance premium for insuring the building common areas against earthquake, fire, lightning mob, damage, civil commotion etc.
4. All charges and deposits for supplies of common utilities.
5. Municipal taxes, land and building taxes and/or other taxes which are in force and/or other taxes which may be levied by the concerned authorities under any statute, rules and regulations on the land and building and common area. Apart from the above mentioned taxes any other tax which may be levied in future will be divided proportionately amongst the unit holder
6. Cost and charges of establishment for maintenance of the building and for watch the ward staff.
7. The office expenses incurred for maintaining the office for maintenance of common area.
8. All other expenses and outgoing as are deemed by the Promoter/ Maintenance Agency to be necessary of incidental and to for regulating interest and the rights of the Allottees.

SCHEDULE 8

(Details of Specifications of Material used in construction)

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Annexure 1

(Detailed Plan of Development Works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in the said Project:

- i) **Fire Fighting Facilities-** Fire Fighting equipments/ facilities will be provided in the said project as per the NBC guidelines.
- ii) **Water Supply-** The government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then underground water will be used for drinking and other purposes.
- iii) **Emergency Evacuation Services-** It will be provided in the said project as per NBC guidelines of appropriate width.
- iv) **Electrical Supply-** Electricity/ power shall be supplied by JVVNL.
- v) **Sewage Treatment Plant-** The Promoter proposes/ has installed STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy.

Annexure 2

(Detailed of salient features of the Proposed Project)

Annexure 3

(Other External Development Works)

Annexure 4

(Stage wise time-schedule of completion of the Project/ Phase)

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

Annexure 5

(Site Layout Plan of the Project)

ARG Developers Pvt. Ltd.



Auth. Signatory

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunder on the day, month and year first mentioned herein above.

SIGNED AND DELIVERED by the
within named Promoter,

SIGNED AND DELIVERED by the
within named Purchaser,

Shri _____

FOR "M/s _____

PAN

PAN No. _____

in the presence of *Witness*

1.

2.

Name:

Name:

S/o or D/o

S/o or D/o

R/o

R/o

ARG Developers Pvt. Ltd.

Bhupendra

Auth. Signatory