भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

BU 173671

02 AUG 2024

AFFIDAVIT

I, Secretary, UIT, Barmer having Behind Bhagwan mahaveer town hall Collectorate road, Barmer, Rajasthan-344001 duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "ARAVALI ENCLAVE" situated at Khasra No. 3903/1431 Of Revenue Village Barmer, State Rajasthan Real Estate (Regulation and Development) Rules, 2017.

2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as from G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

3. That the draft agreement for sale is not derogation of or inconsistent with the Real Estate (Regulation and Development) Act, 2016 and rules made there under.

4. That if any contradiction arises in the future the deponent will be responsible for it.

Deponent
सचिव
नगर विकास न्यास, बाड़मेर

Verification

I, Secretary, UIT, Barmer having Behind Bhagwan mahaveer town hall Collectorate road, Barmer, Rajasthan-344001 do hereby that the content in para No.01 to 04 of my above affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Barmer on this 14/08/2024

NOTARY Regd. No. 199 BAGTANA ADVOCATE Gadra Road (Barmer) Of Rajasthan

ATTESTED
Bagtana Advocate
NOTARY
Gadra Road(Bar
14.08.2024

Deponent
सचिव
नगर विकास न्यास, बाड़मेर

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नाम मुद्रांक विक्रेता गोविन्द राम अनुज्ञा पत्र सं. 07/2012
रजिस्टर क्रम सं. 3930...दिनांकः....14 AUG 2024
मुद्रांक क्रेता का नामः सचिव नगर विकास न्यास
पिता पति का नामः
पताः ..... बाड़मेर
प्रयोजनः.....
हस्ते क्रय की दशा में हस्ते का नामः.....
क्रेता / हस्ते के ह0..... .... विक्रेता के ह0.....
विक्रय स्थान : तहसील परिसर, बाड़मेर

राजस्थान स्टाम्प अधिनियम, 1998 के अंतर्गत स्टाम्प राशि पर प्रभारित अधिकार	
1- आधारभूत आवसंरचना सुविधाओं हेतु (धारा 3-क) -10 प्रतिशत	रूपये 10
2- गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख) प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु-20 प्रतिशत	रूपये 20
कुल योग	30

हस्ताक्षर स्टाम्प वैण्डर

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राजस्थान-सरकार

कार्यालय नगर विकास न्यास, बाड़मेर

क्रमांक – एफ.1 / UIT ARVALI ENC / 2025 / दिनांक :

प्रेषित :–

:: आवंटन पत्र ::

नाम.....

निवासी.....

विषयः– आवास /भूखण्ड / दुकान संख्या ..... योजना अरावली एन्कलेव आवासीय योजना का 99 वर्षीय पट्टेदारी पर विकय खुली नीलामी / ई-ऑक्शन करने के कम में।

राजस्थान इम्प्रुवमेन्ट ट्रस्ट (डिस्पोजल आफ अरबन लैंड) रूल्स 1974 के प्रावधानों के अन्तर्गत दिनांक ..... को प्रसारित नीलामी की सूचना के अनुसरण में दिनांक ..... से ..... को ई-ऑक्शन में उक्त आवासीय कम व्यवसायिक / आवसीय / व्यवसायिक /मल्टीप्लेक्स/ भूखण्ड/ दुकान/ आवास आपके द्वारा लगाई ई-बोली रू.... ...../- प्रति वर्गफुट/वर्ग मीटर से विकय किया गया है। अध्यक्ष महोदय **नगर विकास न्यास बाड़मेर** द्वारा उक्त बोली (बिड) की स्वीकृति (Acceptance) प्रदान कर दी है। इस भूखण्ड/आवास / दुकान का क्षेत्रफल ..... वर्ग मीटर/वर्गफीट है। जिसका कुल प्रीमियम (मूल्य) उक्त बोली अनुसार रू...../- होता है। इस राशि में से नीलामी समाप्ति के तीन कार्य दिवस के अन्दर प्रीमियम की 15 प्रतिशत राशि रू...../- में से धरोहर राशि (अरनेस्ट मनी) रू० ...../- समायोजित करते हुए शेष राशि रू० .....- पर 1 प्रतिशत TDS राशि रू० NIL कम करते हुए शेष राशि रू० ...../- रसीद नम्बर / चालान नम्बर ..... राशि रू० ...../- दिनांक ..... को आपके द्वारा जमा करा दिये है।

अतः कुल प्रीमियम की 35 प्रतिशत राशि रू0 ...../- मे से 1 प्रतिशत TDS - राशि रू० .. ../- कम करते हुऐ शेष राशि रू० ...../- नीलामी समाप्ति तिथि से 120 दिवस में इस कार्यालय में जमा कर रसीद प्राप्त कर लें।

आपको यह सूचित किया जाता है कि यदि आप नीलामी समाप्ति तिथि से 120 दिवस में 35 प्रतिशत राशि जमा कराने में असफल रहे तो नियमानुसार 121वें दिवस से अगले 60 दिवस तक 9 प्रतिशत वार्षिक ब्याज सहित जमा करानी होगी।

शेष देय 50 प्रतिशत राशि रू0 ...../- में से भूखण्ड के 1 प्रतिशत के आधार पर TDS राशि रू0 ...../-नगर विकास न्यास, बाड़मेर के पेन नम्बर .....एवं पिन कोड 344001 से चालान जमा कराते हुए मय चालान 26-QB एवं 16-B की प्रति के साथ शेष राशि रू..... ...../- तथा साईट प्लान/ टाईप डिजाइन फीस रू...../- कुल राशि रू ...../- का चैक/डी.डी. नगर विकास न्यास, बाड़मेर कार्यालय में नीलामी समाप्ति दिनांक .....से 180 दिवस में प्रस्तुत करें। यदि बोलीदाता 50 प्रतिशत राशि 180 दिवस में जमा कराने में असफल रहता है तो नियमानुसार 181 वें दिवस से 90 दिवस तक 9 प्रतिशत वार्षिक व्याज सहित जमा करानी होगी।

- यदि सफल बोलीदाता मांगपत्र जारी होने की दिनांक से 15 दिवस में सम्पूर्ण राशि जमा करवात्ता है तो उसे सम्पूर्ण देय राशि (Bid Amount) पर 2 प्रतिशत की छूट प्राप्त होगी।
- यदि बोलीदाता निर्धारित अवधि (वृद्धि सहित) में राशि जमा करवाने में असफल रहता है तो जमा करवाई गई 15 प्रतिशत राशि जब्त की जाकर भूखण्ड/आवास/दुकान की नीलामी स्वतः ही निरस्त मानी जागी।
- योजना की आरक्षित दर रू० ...../- प्रति वर्ग मीटर है। यह भूखण्ड/आवास / दुकान 99 वर्षीय पट्टेदारी के आधार पर विकय किया गया है।
- अतः प्रीमियम के अतिरिक्त उक्त नियमों के नियम 7 के अधीन आपको रिजर्व प्राईज का आवासीय पर 2.5 प्रतिशत एवं व्यवसायिक पर 5 प्रतिशत नगरीय कर नियमानुसार जमा कराना होगा। जो प्रथम 5 वर्ष में आधा देय होगा।
- निर्मित आवास पर 2.5 प्रतिशत एवं निर्मित दुकान पर 5 प्रतिशत से नगरीय कर देय होगा। इस नगरीय कर की दर आगामी 15 वर्ष बाद पुनः संशोधित की जावेगी। जो 25 प्रतिशत तक बढ़ाई जा सकती है।

- भूमि जिस प्रयोजन हेतु विक्रय/आंवटित की गई है उसी प्रयोजन हेतु उपयोग किया जाना होगा। अन्य प्रयोजन हेतु उपयोग नगर विकास न्यास की पूर्व स्वीकृति के बिना नही किया जा सकेगा।
- भूखण्ड पर निर्माण कार्य पूर्ण करने की अवधि 7 वर्ष होगी। आवासीय / व्यावसायिक भूखण्ड नीलामी में (आवासीय या व्यावसायिक उद्देश्य के लिए जिसमें एक आवासीय इकाई(एक कमरा, रसाई, एवं लेट-बाथ) व्यावसायिक होने पर एक वाणिज्यिक इकाई, जैसी भी स्थिति हो या ग्रुप हाउसिंग / फ्लेट्स / संस्थानिक प्रयोजन / व्यावसायिक प्रयोजन इत्यदि के लिए ग्राउण्ड कवरेज क्षेत्र के 1/5 भाग पर निर्माण) करने पर कोई शास्ति देय नही होगी। 7 वर्ष की अवधि में निर्माण कार्य नहीं करने पर नियमानुसार शास्ती देय होगी।
- न्यास गण्डल की .....वीं बैठक के बिन्दु संख्या ..... के अनुमोदन अनुसार आप द्वारा प्रस्तुत बकाया राशि अन्तिम तिथि तक नगर विकास न्यास कार्यालय में चैक..... (पेयबल ऐट पार) / डी०डी० जमा करवाने पर राशि जमा मानी जावेगी, बशर्ते चैक/डी०डी० डिसओनर नहीं हो जाये। यदि क्रेता भूखण्ड/आवास/दुकान की राशि जरिये RTGS से जमा करना चाहता है तो उसे RTGS कराने से पूर्व न्यास से उक्त राशि का चालान प्राप्त करना आवश्यक होगा।
- भूखण्ड/आवास की सम्पूर्ण राशि जमा होने के एक माह में रजिस्ट्री प्रपत्र प्रेषित करें अन्यथा नियमानुसार प्रतिमाह शास्ति वसूल की जावेगी।

नोटः- एक मुश्त नगरीय कर की राशि (8 वर्ष) के साथ 2 वर्ष की अतिरिक्त लीज राशि जमा करने पर भूखण्ड का फ्री होल्ड पट्टा जारी कर दिया जायेगा।

(श्रवणसिंह राजावत)
सचिव,
नगर विकास न्यास, बाड़मेर

Agreement for Sale

Affix Color photograph of Allottee/ First Allottee with signature across the photograph	Affix Color photograph of the authorized signatory of Promoter with signature across the photograph

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

By and Between

[if the promoter is an individual]

URBAN IMPROVEMENT TRUST, BARMER a Body Corporate incorporated under the provisions of the RAJASTHAN URBAN IMPROVEMENT ACT,1959 and having its registered office at BEHIND BHAGWAN MAHAVEER TOWN HALL COLLECTORATE ROAD , BARMER, RAJASTHAN-344001 and its PAN is ……, represented by its authorized signatory……..(Aadhar No. …….) authorized vide board resolution dated ……hereinafter referred to as the "Trust" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONEPART.

AND

[if the allottee is an individual]

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

OR

सचिव
नगर विकास न्यास, बाड़मेर

[if the allottee is a partnership firm]

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

OR

[if the allottee is a company]

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

or

[if the allottee is HUF]

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

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

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

INTERPRETATIONS/ DEFINITIONS:

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
(b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all

सचिव
नगर विकास न्यास, बाड़मेर

balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;

(c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;

(d) "Para" means a Para of this Agreement;

(e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;

(f) "Regulation" means the Regulation made under the Act;

(g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

(h) "Schedule" means the Schedule attached to this Agreement; and (i) "Section" means the section of the Act.

(i) “Section” means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of
1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

A. The Promoter is in lawful possession of the land at Khasra No.- 3903/1431 Of Revenue Village Barmer, State-Rajasthan with a total area admeasuring of 12191.81 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land.

C. the said land is earmarked for the purpose of Residential project, comprising …… multi storied apartment buildings and the said project shall be known as **“ARAVALI ENCLAVE”** ("Project")

D. the Development Authority is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Development Authority regarding the said land on which Project is to be constructed have been completed.

E. The Development Authority Committee has granted the commencement certificate to develop the Project vide its approval number NVNYA/BAR/2025/694 dated 07-08-2025

सचिव
नगर विकास न्यास, बाड़मेर

F. the Land is free from all encumbrances.

G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **"ARAVALI ENCLAVE"**, (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ 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 **12191.81** square meters situated at Khasra No.- 3903/1431 Of Revenue Village Barmer, State-Rajasthan. with a total area admeasuring of 12191.81 square meters And latitude & longitude of the end points of the Project are …… respectively. The location details are fully described in the Schedule-I.

H. the Project has been registered with the Real Estate Regulatory Authority on ……(date) and the Project Registration Certificate No. is …….

This registration is valid for a period of……. years commencing from…….. and ending with…… unless extended by the Authority. The details of the Promoter and Project are also available in the website (www…….) of the Authority.

I. the layout plan/ site plan of the Project has been sanctioned vide No NVNYA/BAR/2025/694 date 07-08-2025 in Trust Committee Meeting, UIT Barmer (competent authority), and copy of which is enclosed as Schedule--2.

J. approval of specifications of the Project and permission of Layout Plan up to…….meters under the relevant legal provisions has been accorded its approval number NVNYA/BAR/2025/694 date 07-08-2025 by Trust Committee Meeting, UIT Barmer (Competent authority). The specifications of the Project are as under: -

……
……
……
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……
……

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

सचिव
नगर विकास न्यास, बाड़मेर

K. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

……..……
……
……
…….
……
……
……...……
…

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

……
……..……
……..……
……..……
……..

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

……
……
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……

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

……
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..

सचिव
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O. the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Gantt Charts or Milestone Charts and Project Schedule		
S. No.	**Milestone**	**Committed date of Achievement**
1.	Plot Demarcation	08-08-2025
2.	Plantation	10-12-2025
3.	Park Development	15-02-2026
4.	Electrification	30-04-2026
5.	Paver Road	30-07-2026
6.	All Work- Sewer Line, Water Supply Line & Rain Water Harvesting	30-10-2026
7	Possession	06-02-2027

P. temporary fire NOC for the Project has been accorded by the……vide No……. dated……. **Not Available**

(Applicable only in case such NOC is required under local law)

Q. the Airport Authority of India has also granted NOC for height clearance for the Project vide No…… date……. **Not Applicable**

(Applicable only in case such NOC is required under local law)

R. Environmental Clearance from the department concerned has been obtained or the Project. **Not Applicable**

(Applicable only in case such clearance is required under local law)

S. Public Health & Engineering Department has also given NOC for developing the Project **Not Available**

(Applicable only in case such NOC is required under local law)

T. the Promoter has opened a separate account in Branch ……for the purpose as provided in sub clause (D) of clause (l) of sub-section (2) of section 4.

सचिव
नगर विकास न्यास, बाड़मेर

Account Name	Account Number	IFSC Code
SECRETARY URBAN IMPROVEMENT TRUST ARAVALI ENCLAVE RETENTION ACCOUNT	153105005426	ICIC0001531

U. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated……. The allottee(s) has also deposited a sum of Rs…… (in words Rupees…….) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

V. the Alottee 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 parking*], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

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

the Allottee has applied for a plot in the Project vide application no. ….. dated …….. and has been allotted plot no. ….. having area of …….. square feet and plot for garage/covered parking no. ……. admeasuring …… square feet (*if applicable*) in the ……. [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and of pro-rata share in the common areas as defied under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;

सचिव
नगर विकास न्यास, बाड़मेर

W. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para V.

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

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter Hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / Plot as specified in para 'W'

1.2 The Total Price for the Apartment/ Plot 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)	----------

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

सचिव
नगर विकास न्यास, बाड़मेर

and (if/as applicable)

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

Explanation:

(i) The Total Price above includes the booking amounts of Rs…….. (Rupees…….....) paid by the allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'W'.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of the handing over the possession of the Apartment/ Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the

सचिव
नगर विकास न्यास, बाड़मेर

common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

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

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

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. ……/- (Rupees ……. only) (not being more than 10% of the total cost of the Unit as provided in subsection (1) of section 13) out of the total price of Rs…….. and the Allottees(s) agrees and undertakes to pay the balance amount of Rs……..

of the total price strictly in accordance with the payment plan given below :-

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

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

सचिव
नगर विकास न्यास, बाड़मेर

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

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

(i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;

(ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the

सचिव
नगर विकास न्यास, बाड़मेर

common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ---------- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoings/ dues_before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such 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.

1.11 The Allottee has paid a some of Rs. ---------- (Rupees---------- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

सचिव
नगर विकास न्यास, बाड़मेर

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of SECRETARY URBAN IMPROVEMENT TRUST BARMER ARAVALI ENCLAVE COLLECTION ACCOUNT.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

सचिव
नगर विकास न्यास, बाड़मेर

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 to the Maintenance Society or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

7.1 **Schedule for possession of the said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 06-02-2027 (Completion Date) unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (*"Force Majeure").* If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement

सचिव
नगर विकास न्यास, बाड़मेर

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7.2 **Procedure for taking possession**- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of Apartment/ Plot**- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

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

7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being

सचिव
नगर विकास न्यास, बाड़मेर

developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(In case the Promoter is not owner of the Land, give details of collaboration with such owner)

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)

(iv) 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)

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

सचिव
नगर विकास न्यास, बाड़मेर

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;

(x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Promoter fails to provide ready to move in possession of the Plot to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

सचिव
नगर विकास न्यास, अजमेर

(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/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

(i) In case the Allottee(s) fails to make payments for ---------- consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

(ii) In case of default by Alloottee under the conditions listed above continues for a period beyond ---------- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting
the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/ POLT:

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

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

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance

सचिव
नगर विकास न्यास, बाड़मेर

deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/ Plot.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance
Society to enter into the Apartment/ 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.

14. USAGE:

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

15. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair

सचिव
नगर विकास न्यास, बाड़मेर

and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Aloottee shall also not remove any wall, including the outer and load wall of the Apartment/ Plot.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ 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.

"18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

The Promoter has assured the Allottee(s) that the project in its entirety is in Accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015

सचिव
नगर विकास न्यास, बाड़मेर

(Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project".

19. BINDING EFFECT:

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

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

21. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/ 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.

सचिव
नगर विकास न्यास, अजमेर

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

24. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment/ Plot bears to the total carpet area of all the Apartments/Plots in the Project.

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter 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*

सचिव
नगर विकास न्यास, बाड़मेर

Sub-Registrar). Hence this Agreement shall be deemed to have been executed at ----------.

28. NOTICES:

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

URBAN IMPROVEMENT TRLJST. BARMER	Allottee(s) name
BEHIND BHAGWAN MAHAVEER TOWN HALL COLLECTORATE ROAD BARMER, RAJASTHAN -3 44OO1	Address…….. (Allottee(s) address)

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

29. JOINT ALLOTTEE:

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

30. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

31. GOVERNING LAW:

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

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32. DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

(Note:- Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the rules and regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the rules and regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.)

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 the across 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 ……..

Trust For and on behalf of Urban Improvement Trust. Barmer
Name
Signature
Designation

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WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

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

Name of Scheme/Colony and City	Plot No.	Area (in meters)
Revenue Village Barmer, Stare Rajasthan	Khasra No.- 3903/1431	12191.81 Square Meter

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

In North …….

In South ……..

In East ……

In West ……

And measuring

North to South ……

East to West …….

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

In North …….

In South ……..

In East ……

In West ……

सचिव
नगर विकास न्यास, बाड़मेर

4- Other details of the location of the Project

5- Location Map

SCHEDULE-2

(Building Plan of the Project)

SCHEDULE-3

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

SCHEDULE-4

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

SCHEDULE-5

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

SCHEDULE-6

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

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

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