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INDIA NON JUDICIAL

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Certificate No.	:	IN-RJ27472845580395Q
Certificate Issued Date	:	24-Apr-2018 11:25 AM
Account Reference	:	NONACC (SV)/ rj3120104/ KOTA/ RJ-KT
Unique Doc. Reference	:	SUBIN-RJRJ31201044672462770935 7Q
Purchased by	:	S R BUILDER AND DEVELOPER
Description of Document	:	Article 4 Affidavit
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	S R BUILDER AND DEVELOPER
Second Party	:	NA
Stamp Duty Paid By	:	S R BUILDER AND DEVELOPER
Stamp Duty Payable (Rs.)	:	50 (Fifty only)
Surcharge for Infrastructure Development (Rs.)	:	5 (Five only)
Surcharge for Propagation and Conservation of Cow (Rs.)	:	5 (Five only)
Stamp Duty Amount(Rs.)	:	60 (Sixty only)

NOTARY
SURESH KUMAR GAUTAM
Notary (Central)
Addl. Dist. & Sess. Court
KOTA (Raj.)
Regd. No. 1268
Expiry Date
14-3-2021
GOVT. OF INDIA

For M/s S. R. Builders & Developers

Partner

TQ 0000785308

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at 'www.shcilestamp.com'. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.

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S.R. BUILDERS AND DEVELOPERS

PLOT No. 274, BAJRANG NAGAR , POLICE LINES,

KOTA (RAJ.) 324001

Ref. No.

Date 24-4-2018

DECLARATION REGARDING AGREEMENT FOR SALE

I, **Bhupendra Suman** (Partner of M/s S R Builders and Developers) Son of Shri Govind lal Suman aged 26 Years R/o 184,Police Line Bajrang Nagar, Kota (Raj.) – 324001 promoter of the proposed project named "Krishna Paradise" do hereby solemnly declare, undertake and state as under:

1. That the Agreement for sale / Builder buyer Agreement of our project is in accordance to the Form - G of Real Estate Regulation and Development Act,2016.

2. That none of the Terms and Conditions of the Agreement to Sale presented by us violate the laws and rules of the Real Estate Regulation and Development Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rules, 2017.

3. That if any contradiction arises in the future Bhupendra Suman the deponent will be responsible for it.

For M/s S. R. Builders & Developers

(Deponent) Partner

Verification

I, Bhupendra Suman (Partner of M/s S R Builders & Developers) Son of Shri Govind Lal Suman aged 26 years R/o 184,Police Line Bajrang Nagar ,Kota (Raj.) – 324001 do hereby verify that the contents in para No.1 to 3 of my above declaration are true and correct and nothing material has been concealed by me there from.

For M/s S. R. Builders & Developers

Verified by me at Kota on this 05th Day of April 2018.

(Deponent) Partner

Identified By

Raj Kumar Sharma Adv.

ATTESTED

23 24-4-18

SURESH KUMAR GAUTAM

NOTARY (Central) Area Dist. & Ses. Court KOTA (Raj.)

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AGREEMENT FOR SALE

AFFIX COLOUR PHOTOGRAPH OF ALLOTTEE/ FIRST ALLOTTEE WITH SIGNATURE ACROSS THE PHOTOGRAPH

AFFIX COLOUR PHOTOGRAPH OF THE AUTHORIZED SIGNATORY OF PROMOTER WITH SIGNATURE ACROSS THE PHOTOGRAPH AND AFFIX COLOUR PHOTOGRAPH OF THE LAND OWNER WITH SIGNATURE ACROSS THE PHOTOGRAPH

THIS AGREEMENT FOR SALE, HEREINAFTER REFERRED TO AS THE AGREEMENT, IS EXECUTED ON THIS TH DAY OF AUGUST TWO THOUSAND AND EIGHTEEN AT KOTA

By and Between

M/s. S R BUILDERS AND DEVELOPERS a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at **BAJRANG NAGAR POLICE LINE KOTA (RAJASTHAN)** and its **PAN is ADMFS3694P** represented by its authorised Partner **BHUPENDRA SUMAN** and Its (**AADHAR NO. 7832-9508-1516**) duly authorized vide authority letter dated **07-04-2018** passed and signed by all the partners constituting the firm (hereinafter referred to as the **"PROMOTER"**), 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 **ONE PART.**

AND

For M/s S. R. Builders & Developers

Partner

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M/S KRISHNA BUILDERS & DEVELOPERS, a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business **at BAJRANG NAGAR POLICE LINE KOTA (RAJASTHAN)** and its **PAN is AAMFK8344H** represented by its partner **SH. RAJENDRA KUMAR JAIN S/O LATE SHRI PURA LAL JAIN AGED 59 YEARS RESI OF 1-KHA-3, VIGYAN NAGAR, KOTA (RAJASTHAN) (AADHAR NO. 8904-2620-3701)** (hereinafter referred to as the **"LAND OWNER"**), 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 **ONE PART.**

(Co Promoter)

For M/s S. R. Builders & Developers

Partner

AND

MR./MRS. ..... SON/WIFE OF MR. .....AGED ABOUT ... YEARS R/O .....(AADHAR NO. .....) (PAN NO. .....) (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.**

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 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.

For M/s S. R. Builders & Developers

Partner

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(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.

For M/s S. R. Builders & Developers (Co Promoter) Partner

WHEREAS THE LAND OWNER & PROMOTER DECLARES THAT,-

A. The Land owner is in lawful possession of the LAND KHASARA NO. 151 MUKHYAMANTRI JAN AAWAS YOJNA KUNHARI TEHSIL. LADPURA DISTT. KOTA (RAJASTHAN) with a total area admeasuring of 6204.44 SQUARE METERS (hereinafter referred to as 'LAND' and more fully described in the Schedule-A)

For M/s S. R. Builders & Developers (Co Promoter) Partner

B. The owner of Land is **M/s. Krishna builders and developers** and the chain of title is such The owner of Land is M/s. Krishna builders has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was allotted to the owner by Urban Improvement Trust, Kota (Rajasthan) through the Allotment Letter No. 492 dated 11-02-2013, as stated in the Lease-deed dated 11-02-2013, registered on 21-02-2013 in the office of Sub- Registrar Kota in its Book No. 1 Volume No. 1156 at Page No 10 bearing Serial No. 2013002107 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 2933-at Page No. 55 to 60 The said land is earmarked for the purpose of development of a residential project comprising The said project shall be known as **KRISHNA PARADISE.** The Promotor and the owner of the land has executed the Development agreement for developing multistory. Then owner of the said land has executed and as such a development agreement joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on 17-04-2018 in the office of Sub-Registrar Kota-I in its Book No.1 Volume No. 1416 at Page No. 60 Bearing Serial No. 201803123102235 and an additional copy of the same was also pasted in its additional Book No.1 Volume No. 3974 at Page No. 227 to 271 .

For M/s S. R. Builders & Developers (Co Promoter) Partner

C. The Land owner & Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land owner & Promoter regarding the said land on which Project is to be constructed have been completed.

D. The **Urban improvement Trust KOTA** has granted the commencement certificate to develop the Project vide its approval number **F7/D.T.P/2018/682-92** dated **06-04-2018**

E. The Land is free from all encumbrances.

The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **KRISHNA PARADISE** (hereinafter referred to as the **'PROJECT'**) after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and **PARCEL OF LAND ADMEASURING 6204.44 SQUARE METERS SITUATED AT KHASARA NO. 151 MUKHYAMANTRI JAN AAWAS YOJNA, KUNHARI, TEHSIL. LADPURA, DISTT. KOTA (RAJASTHAN)**. The **location details are fully described in the Schedule-I.**

R K Jain

For M/s S. R. Builders & Developers

Partner

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F. The Project has been registered with the Real Estate Regulatory Authority on **21-05-2018** (date) and the Project Registration Certificate No. is **RAJ/P/2018/717** . This registration is valid for a period of **31-MARCH-2021** commencing from.....and ending with **31-MARCH-2021** unless extended by the Authority. The details of the Promoter and Project are also available in the website **(www.rera-rajasthan.com)** of the Authority.

G. The layout plan/ site plan of the Project (Phase/whole Project) has been sanctioned vide No. **F7/D.T.P/2018/682-92** dt. **06-04-2018** by the **Urban improvement Trust KOTA. and copy of which is enclosed as Schedule-2.**

H. Approval of specifications of the Project and permission of building construction upto **23.50** meters height **(Basement + Stilt + Eight floor)** under the relevant legal provisions has been accorded vide No **59** date **03-10-2017** by the **UIT** (competent authority). The specifications of the Project are as under :-

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

K. The details of Floor plan of the **APARTMENT NO. .....** and for tower/ block of the Project is given in Schedule.

L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof are as.

M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :- The project is at 80 feet rosds other facilities like Drainage etc. water Supply By water tank with bore well.

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

. Garden
. Road
. Drainae

O. The Promoter has opened a separate account in Branch **JHALAWAR ROAD** OF **HDFC BANK** for the purpose as provided in subclause (D) of clause (l) of sub-section (2) of section 4.

P. The Allottee (s), being aware of the Project and details given in the dvertisements 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 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. ...../- (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.

R K Jain

For M/s S. R. Builders & Developers

Partner

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Q. 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] ("Building") along with garage/covered parking no. NA admeasuring NA square feet in the NA** 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. NA

R. 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.

S. 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;

T. The details of specifications of material used in construction are as under :-

U. 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 as per schedule

V The NOC from the fire Authority , Airport Authorityof india for height clearance Environmental Clearance Public Helth & Engineering Department are not applicable on project.

Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Land owner & 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'

R K Jain

For M/s S. R. Builders & Developers

Partner

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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):-

APARTMENT NO. ..... **TYPE .....** **FLOOR .....**	**RATE OF APARTMENT**
TOTAL PRICE (IN RUPEES)	**RS. ...../- + GST**

* 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.

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)	NA

Explanation :

(i) The Total Price above includes the booking amounts of **Rs. ...../- (Rupees ..... ONLY)** 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) upto 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;

R. K. Jain

For M/s S. R. Builders & Developers

Partner

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(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 firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ 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 :-

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

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:

For M/s S. R. Builders & Developers

Partner

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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.

For M/s S. R. Builders & Developers
Co Promoter

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

Partner

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

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

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ 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.

1.9 It is made clear by the Land owner & Promoter and the Allottee agrees that the Apartment along with NA 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.

For M/s S. R. Builders & Developers

Partner

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For M/s S. R. Builders & Developers
(Co Promoters) Partner

1.10 The Land owner & 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 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).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Aloottee 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 favor of **S R BUILDERS AND DEVELOPERS** payable at **KOTA.**

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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

R K Jain

For M/s S. R. Builders & Developers
Partner

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For M/s S. R. Builders & Developers

(Co Promoter) Partner

3.2 The Land owner & Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Land owner & 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 lawfull outstanding of the Allottee against the Apartment/Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ 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 **31-04-2022** , 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

For M/s S. R. Builders & Developers

Partner

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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.

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 favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The 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-** 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(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ 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 Alloottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of dealy, 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 LAND OWNER & PROMOTER**

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

(i) The LAND OWNER **M/S KRISHNA BUILDERS & DEVELOPERS** has entered into a DEVELOPMENT AGREEMENT with the PROMOTER **M/s. S R BUILDERS AND DEVELOPERS** vide a registered document mention above by virtue of which the PROMOTER has an absolute right to build a multistoried building on the land

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

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

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

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

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(Co Promoters) Partner

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

(vii) The Land owner & Promoter has not entered into any agreement for sale 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 Land owner & 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;

(Co Promoters)

(xi) The Land owner & 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 Land owner & Promoter in respect of the said Land and/or the Project.

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

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

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

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(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.

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(Co Promoters) Partner

9.2 In case of default by the Land owner & 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/ 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 ONE 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 Aloottee under the conditions listed above continues for a period beyond TWO 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 :**

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

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

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

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance 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 :**

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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 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/ Plot/ Building.

19. **BINDING EFFECT :**

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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 KOTA (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 and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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.

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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 KOTA 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 KOTA (specify the addres of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at KOTA.

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:-

M/s. S R BUILDERS AND DEVELOPERS (PROMOTER) For M/s S. R. Builders & Developers **M/S KRISHNA BUILDERS & DEVELOPERS (LAND OWNER)** (Co Promoter) Partner	**ALLOTTEES NAME & ADDRESS**
Address BAJRANG NAGAR POLICE LINE KOTA (RAJASTHAN)	

R K Jain

For M/s S. R. Builders & Developers

Partner

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

29. **JOINT ALLOTTEE:**

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

30. **SAVINGS:**

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

31. **GOVERNING LAW:**

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

32. **DISPUTE RESOLUTION :**

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

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at KOTA 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 ..... AT KOTA

R.K. Jain

For M/s S. R. Builders & Developers

Partner

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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 .....

For M/s S. R. Builders & Developers

LAND OWNER (Co Promoter) Partner For and on behalf of **M/S KRISHNA BUILDERS & DEVELOPERS**
Name : **RAJENDRA KUMAR JAIN**
Signature
PROMOTER For and on behalf of M/s. **S R BUILDERS AND DEVELOPERS**
Name : BHUPENDRA SUMAN
Signature
Designation : PARTNER

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For M/s S. R. Builders & Developers

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SCHEDULE-1

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

Name of Revenue village and Tehsil	Khasra No.	Area (in sq. meters)
Kunhari bundi road kota	**151**	**6204.44**
	Total Area	**6204.44**

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

In North - 80 ' WIDE ROAD

In South - 80 ' WIDE ROAD

In East - KH. NO 95/463

In West - KH. NO 85,94,96

Total Land Area about : 6204.44 Sq. Meters

SCHEDULE-B

(Lay-out Plan of the Project)

All that main building constructed on the said plot of land having, stilt, ground floor First Floor to Ninth Floor and now more particularly known as **"KRISHNA PARADISE".**

SCHEDULE-C

(Details of Common areas and facilities)

1. The stair case, lift, lifts lobbies, Fire escapes and common entries and exits of the building
2. The common terrace, open parking areas and common storage spaces within project land
3. Installation of central service such as electricity, water and sanitation and incinerating system for water conservation.
4. The Water tanks, Pumps, motors, fans, compressor, ducts and all apparatus connected with installation of common use.
5. All other portions of the project necessary or convenient for its maintenance, safety etc. and in common use.

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SCHEDULE-D

[Details of Common areas and facilities, amenities of project]

1. Fire-Fighting system.
2. Storm Water Drainage System.
3. Community Hall.
4. CCTV Camera.
5. Commercial Area.
6. Senior Citizen Corner.
7. Garden.
8. Free Scooter Parking.
9. Guard Room.
10. Designer Entry Gate

SCHEDULE-E

(Development work to be undertaken)

1. Fire Fighting Facilities.
2. Water Supply.
3. Power Backup.
4. Community Hall.
5. Electric Supply.

SCHEDULE –F

(Details of external Development)

1. Roads
2. Footpath
3. Water Supply
4. Sewers
5. Drains
6. Tree
7. Common Area Lighting
8. Fire Fighting Requirements
9. Rain Water Harvesting

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SCHEDULE-G

Stage of development works completion of units	Percentage of the total .....as calculated under terms and condition No.	Instalment Amount Rs.	Period with in which the instalment is to be paid by the allotters
On Registration	5%		On Booking
On Allotment	5%		30 days from lottery
Rafft Foundation	10%		30 days from issuance of demand
Basement Slab Casting	5%		30 days from issuance of demand
Steel Flour Casting	5%		30 days from issuance of demand
1st Floor Slab Casting	5%		30 days from issuance of demand
2nd Floor Slab Casting	5%		30 days from issuance of demand
3rd Floor Slab Casting	5%		30 days from issuance of demand
4th Floor Slab Casting	5%		30 days from issuance of demand
5th Floor Slab Casting	5%		30 days from issuance of demand
6th Floor Slab Casting	5%		30 days from issuance of demand
7th Floor Slab Casting	5%		30 days from issuance of demand
8th Floor Slab Casting	5%		30 days from issuance of demand
9th Floor Slab Casting	5%		30 days from issuance of demand
10th Floor Slab Casting	5%		30 days from issuance of demand
11th Floor Slab Casting	5%		30 days from issuance of demand
On Brick Work	5%		30 days from issuance of demand
On Plaster Work	5%		30 days from issuance of demand
On Possession /Registrie	5%		30 days from issuance of demand
Total	100%		

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SCHEDULE-H

Details of specification of material used in construction

S.NO.	Description	Details
1	Structure	Earthquake Resistance RCC Structure
2	Masonry	CM 1:4 For Partition Wall
3	Plaster	Internal Plaster 12 mm Thick 1:6 External Plaster 20mm Thick 1:4
4	Window	Steel Sections Windows/ Power coated Aluminum Windows with 5 mm glass
5	Door Frame	M.S. Section or Stone Frames
6	Flush Door	30 mm Thickness door with Enamel Paint
7	Coloring	On internal wall water distemper
8	Balcony	Vitrified Tiles in Flooring
9	Bathroom &WC	Ceramic Flooring, European WC/Indian WC,ISI mark CP fitting
10	Flooring	In Rooms Vitrified tiles or equivalent
11	Flooring and Wall tiles in Bathrooms	Anti-Skid Ceramic tiles
12	Water Supply	GI-UPVC/CPVC-ISI Mark Pipe, OHT(Over Head Tank) ISI Mark
13	Kitchen	Granite Platform and steel sink
14	Staircase and Verandah	Kota- Stone or Marble Flooring
15	Electrical Work	Concealed Electrical Fittings Light Point with switch and MCB Units

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SCHEDULE-I

Stage	Date by which the works are proposed to be completed	Detail of works to be completed
Completion of Structure of Building	18 months	Foundation and Structure of the Building
Completion of Development works (internal/External Development Works)	9 to 15 Months	Brick Works, Internal plaster ,Tiles Work, External plaster, POP work, Door Shutter Fitting, Window, Electrical wiring, Fitting &testing, Internal Paint & external paint, Fire-Fighting, Lift
Finishing	9 to 15 Months	Final Finishing

SCHEDULE-J

All that the Flat No. ..... measuring ..... Square Feet (Carpet Area) On .....Floor in "KRISHNA PARADISE", At Residential Land Khasra No.151 Village KUNHADI, Tehsil –Ladpura, Kota(Raj.) along with the undivided proportion of the land and right of use of the common areas with Owners/Occupants of the other Flats in the Residential Project.

COMMON EXPENCES WHICH ARE BORNE BY ALL THE FLAT OWNERS/ OCCUPANTS IN THEIR UNDIVIDED EQUAL PROPORTION :-.

1. All costs of maintenance, operating replacing white washing, painting rebuilding, reconstruction, fire- fighting, decorating, re-decorating and lighting for common area, walls of the Residential Project etc.
2. The salaries, perquisites and allowances of all persons employed for the aforesaid purposes.
3. Insurance premium if any paid for insuring the Common areas against earthquake, fire, lightening, mob, damage, civil common 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 statue, rules or regulations for land/building in Common Area and /or Common Area.
6. Any other costs charges incurred by seller/the Maintenance Agency for maintenance and security of the Residential Project and for watch and ward staff.
7. All litigation expenses for protecting the title of the Land and Residential Project.
8. The office expenses incurred for maintaining the office for maintenance of common area.

For M/s S. R. Builders & Developers

Partner

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