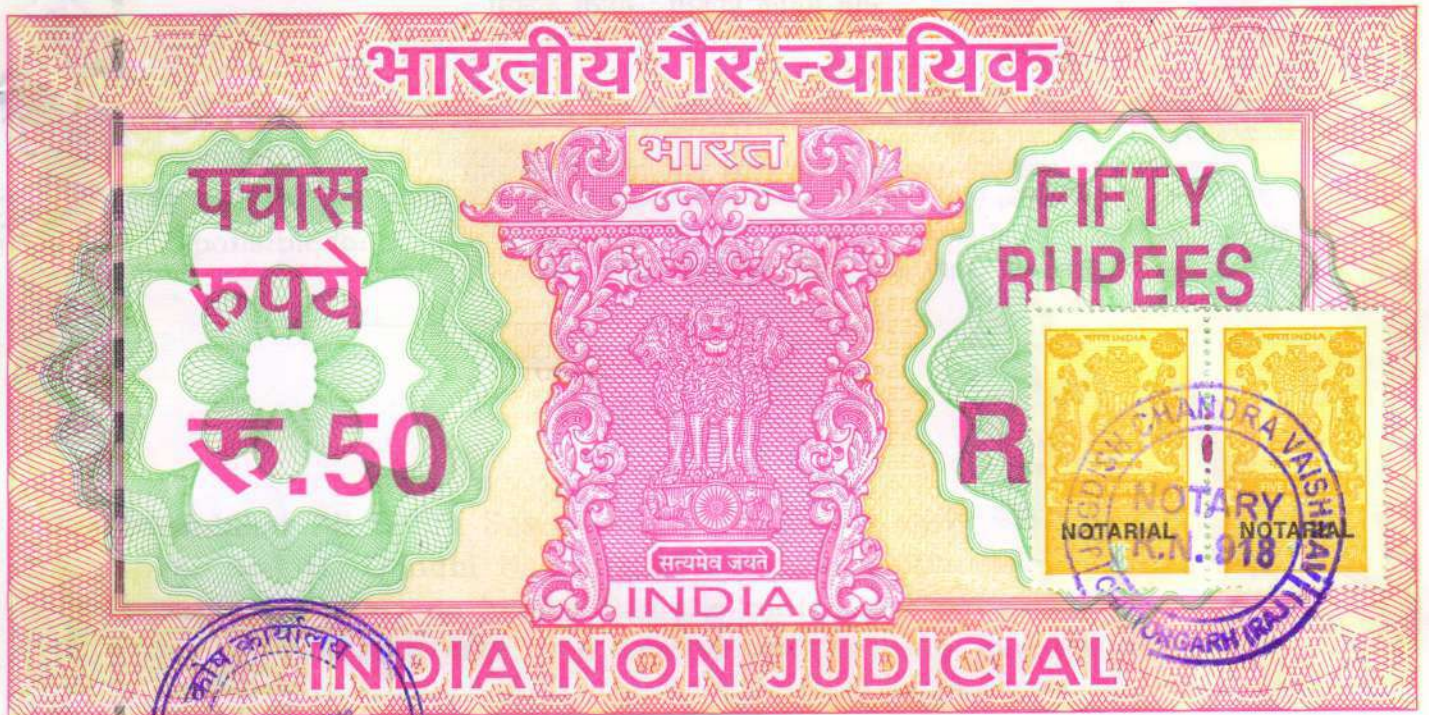




राजस्थान RAJASTHAN

AC 668048

Affidavit

I Julfikar Ali Bohra Son of Yousuf Ali Bohra aged 50 years R/o 161, Sector No. 01, Gandhi Nagar, Hatim Manzil, Chittaurgarh, Chittorgarh, Rajasthan -312001 duly authorized by the promoter, "M/s Fakhri Developers LLP", do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Maharani Padmini Mall" Situated at "Sector No. 04 near Private Bus Stand, Opposite Moxdhaam, Gandhi Nagar, Chittorgarh -312001" under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.

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

That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.

4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan

ATTESTED

Jagdish Chandra Vaishnav
NOTARY
CHITTORGARH (RAJ.)

12.2 AUG 2018

For- Fakhri Developers LLP

Partner



Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.

5. That if any contradiction arises in the future, the promoter will be responsible for it.

For- Fakhri Developers LLP
Partner
Deponent

Verification

I, Shri Julfikar Ali Bohra Son of Yousuf Ali Bohra aged 50 years R/o 161, Sector No. 01, Gandhi Nagar, Hatim Manzil, Chittaurgarh, Chittorgarh, Rajasthan -312001 do hereby that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at 16 on this 08 day of 08 2019.

Deponent

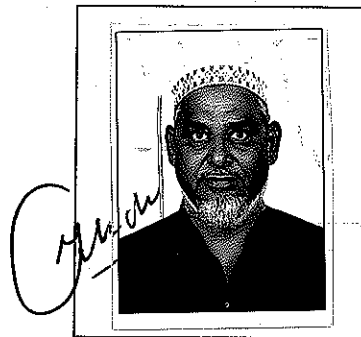


Deponent Sworn and Signed
before me and admitted the
Contents to be true hence attested

Jagdish Chandra Vaishnav
NOTARY
Chittorgarh (Raj.)

22 AUG 2019

Affix Color
photograph of
Allottee/First
Allottee With
signature across
the photograph



Agreement for Sale

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at _____ on this _____ day of 2018 by and between:

1. Parties to this Agreement:

- 1.1. M/s Fakhri Developers LLP, (LLPIN:a LLP incorporated under the provisions of The Limited Liability Partnership Act, 2008 and having its registered office situated at C/O Raj Developers, M. Raj mall, flet no.1, Pratap Nagar, Chittorgarh, Rajasthan- 312001 (PAN: AAGFF2917B) represented by its authorized partner **ShriJulfikar Ali Bohra S/o ShriYousuf Ali Bohra** aged 50 years R/o161, Sector No. 01, Gandhi Nagar HatimManzil, Chittaurgarh, Chittorgarh, Rajasthan-312001, hereinafter referred to as the "**Promoter/Developer**" (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 **ONE PART**.

AND

- 1.2. Mr. Hussain Ali Bohra son/ of Mr. Abbas Ali Bohra aged about 57 years, R/o146 Old Rashmi Road, ward No.17, kapasan (Aadhar No.380878664444) (PAN AYXPB7741G) (hereinafter referred to as the "**Land Owner-1**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.3. Mr. Kuris Ali Bohra son/ of Mr. Hussain Ali Bohra aged about 30 years, R/o146, Old Rashmi Road, Ward No.17, kapasa (Aadhar No. 888084018000) (PANASHIPB3830A) (hereinafter referred to as the "**Land Owner-2**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.4. Mr. Aijaz Ali Bohra son/ of Mr. Mustak Ali Bohra aged about 42 years, R/o134- 152, BurhaniManzil, Behind Bohra masjid, Bahla, Bhilwara (Aadhar No.368131673103) (PAN CGMPB1794A) (hereinafter referred to as the "**Land Owner-3**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and

- 1.5. Mr.KutbuddinBohrason of Mr.Taher Ali Bohra aged about 49 years, R/oOld Rashmi Road, Opp. OswalpanchyatiNohara, Kapasan (Aadhar No. 785560255771) (PAN BZNPK9877L) (hereinafter referred to as the "**Land Owner-4**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.6. Mr.Sajjad Ali Bohrasan/ of Mr. Taher Ali Bohra aged about 47. years, R/oOld Rashmi Road, Opp. OswalpanchyatiNohara, Kapasan (Aadhar No. 435936851416) (PAN ASOPA8295P) (hereinafter referred to as the "**Land Owner-5**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.7. Mr.Mohammed ZainuddinBohra son of Mr. Taher Ali Bohra aged about 52 years, R/oOpp. OswalpanchyatiNohara, Ward No.19, Kapasan (Aadhar No. 794508223633) (PAN AAUPZ1194L) (hereinafter referred to as the "**Land Owner-6**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.8. MrAbid Ali son of Mr. Abbas Ali Bohra aged about 55 years, R/oOld Rashmi Road, BabajikaChok, kapasan (Aadhar No. 453453558615) (PAN ASXPA9645G) (hereinafter referred to as the "**Land Owner-7**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.9. Mr.Kamruddinson of Mr. Mohammad HussainBohra aged about 71years, R/oWard No.4, MaharanaPratapChok, kapasan (Aadhar No. 515825064302) (PAN BBZPK6274M) (hereinafter referred to as the "**Land Owner-8**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.10. Mr./DawoodBohra son of Mr.FazalHussainBohraaged about 58 years, R/oBhato Ki bawadi , Ward No.2, Chhotisadri (Aadhar No. 677062793589) (PANADEPH9429B) (hereinafter referred to as the "**Land Owner-9**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.11. Mr./ShabbirHussainBohrason of Mr.Abbas Ali Bohraaged about 34years, R/oUdaipur Road, Behind Bohra Motors, Ward No.14, Fatehnagar (Aadhar No. 242077056993) (PAN AGWPB4158L) (hereinafter referred to as the "**Land Owner-10**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrators, executors successors & permitted assignees); and
- 1.12. Mr./Mrs./Ms..... son/daughter/wife of Mr. aged about years, R/o..... (Aadhar No.) (PAN) (hereinafter referred to as the "**Land Owner-11**", which expression shall, unless repugnant to the context or meaning thereof be deemed to

mean and include his legal successor(s), administrators, executors successors & permitted assignees);

That the landowner 1 to 11 shall collectively referred to as the "Co- Promoters/ Land Owners/Owners" of the SECOND PART

The Developer, and the land owner(s) shall hereinafter be collectively referred to as "Sellers".

AND

[if the allottee is an individual]

1.13. 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

[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.

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

1. INTERPRETATIONS/ DEFINITIONS:

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -

- a. "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b. "**Apartment/Unit**" whether called block, chamber, dwelling unit, flat, office, showroom, shop, kiosk, office space, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for commercial use such as office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;
- c. "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Development Authority Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect

during the subsistence of this Agreement applicable to the development / construction / sale of the Project.

- d. **"Approved Plans"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- e. **"Architect"** means a person or persons and/or firm or firms and/or company or companies whom the Promoter may appoint from time to time as the architect for the said Building.
- f. **"Built-up area"** means the sum of area of the Unit. It shall include area encompassed within the walls of Unit, 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;
- g. **"Carpet Area"** means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an unit, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an unit, meant for the exclusive use of the allottee(s);
- h. **"Commercial Project/ Mall"** shall mean the multi-storied Commercial building/ complex/ Mall presently comprising of basement parking, , lower ground, G + 3 floors, and other common areas developing upon the said project land.
- i. **"Commercial unit"** shall means and include independent Units/Shop/Showroom/office/institutional/Studio Apartments'/ theater/ restaurants and other commercial space along with common parts/ common spaces/ common area therein being constructed / developed by the promoter/ developer on the said project Land for exclusive commercial use and named as **"MAHARANI PADMINI MALL"**;
- j. **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipments provided AND/OR reserved for

the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 10** attached hereto. However, any areas, facilities and equipments reserved for a specific/group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.

- k. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- l. **"Development Agreement"** shall mean the agreement entered between the developer and the land owners, to develop the Commercial Building, upon the project land.
- m. **"Interest Rate"** means the rate of Interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Highest Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- n. **"Limited Common Area"** means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any unit as reserved for use of certain unit or units to the exclusion of the other units. Covered Parking, Roof/Terrace, Storages or any other area or portion earmarked for a particular unit(s) by the promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Unit to the exclusion of other allottees.
- o. **"Maintenance Society/Association of Allottees"** 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.
- p. **"Para"** means a Para of this Agreement;
- q. **"Project Land"** shall mean the land situated behind Mokshadham, Chittorgarh, Rajasthan admeasuring 3675.65 Sq. mtr. on which the Project is being developed and is demarcated and shown in **Schedule-1 Part A**.
- r. **"Proportionate Share"** with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.

- s. "Regulation" means the Regulation made under the Act as amended from time to time.
- t. "Rules" mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- u. "Schedule" means the Schedule attached to this Agreement.
- v. "Section" means the section(s) of the Act.

The words and expressions used herein but not defined in this Agreement and defined in the Act or in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

2. LAND DESCRIPTION

- 2.1. The Owners has been allotted the leasehold right in the piece and parcel of the commercial plot situated behind Mokshadham, Chittorgarh, Rajasthan ("Project Land") admeasuring 3675.65 Sq. mtr.
- 2.2. That the land Owners possessed a legal title to the aforementioned project land with legally valid documents and hereby declare that the land Owners have a lawful right to construct/ develop over the said land.
- 2.3. That the said land was purchased vide 3 lease deeds by different land owners. The details of the land purchased are as follows:
- 2.4. Part of land was by Kamruddin, Daud, Shabbier hussain, Abbid ali, Hussain ali Vide lease dated 03.07.2018 (SHASHWAT LEASE) having area admeasuring about 12650 sq. ft. From Nagar Parishad, Chittorgarh, Rajasthan and registered under Sub registrar, Chittorgarh having Book No.1, Volume No 104, page no 93, serial no. 201803101105333 and additionally pasted in Book No.1, volume No.415 and pages from 24 to 37.
- 2.5. Part of land was purchased by Qutubuddin Bohra, Mohd. Jainuddin, Sajid Ali, Abid Ali, Hussain Ali Bohra Vide lease dated 03.07.2018 (SHASHWAT LEASE) having area admeasuring about 13750 sq. ft. From Nagar Parishad, Chittorgarh, Rajasthan and registered under Sub registrar, Chittorgarh having Book No.1, Volume No 103, page no 154, serial no. 201803101105194 and additionally pasted in Book No.1, volume No.412 and pages from 142 to 157.

- 2.6. Part of land was purchased by Hussain Ali Bohra, qurish ali, aijaz ali vide lease dated 03.07.2018 (SHASHWAT LEASE) having area admeasuring about 13150 sq. ft. From Nagar Parishad, Chittorgarh, Rajasthan and registered under Sub registrar, Chittorgarh having Book No.1, Volume No 103, page no 153, serial no. 201803101105193 and additionally pasted in Book No.1, volume No.412 and pages from 128 to 141.
- 2.7. Further, the aforementioned land owners have granted a Commencement Certificate vide letter no. भूमि/एफ-7(ड) (351) डीएलब/18/4250 dated 04.02.2019 from the Autonomous Governance Department, Directorate Local Body Department Rajasthan Jaipur
- 2.8. Further, for commencement of commercial estate the aforesaid landowners have granted a Commencement Certificate Vide letter no. तामीरात/18-19/2207-09 dated 25.02.2019("project land").

Thereafter, the Land owners and the Developer entered into the registered Joint Development agreement (JDA) dated 08/08/2019 registered in the office of Sub-registrar, Chittorgarh having Book No.1, Volume No 154, page no 30, serial no. 201903101106044 and additionally pasted in Book No.1, volume No.613 and pages from 326 to 354 to develop the Commercial building on the said project land on the terms of the said JDA.

3. WHEREAS

- A. The Promoter is in lawful possession of commercial plot situated behind Mokshadham, Chittorgarh, Rajasthan with a total area admeasuring of 3675.65 Sq. mtr (39550 Sqft.) (hereinafter referred to as "Project Land" and more fully described in the *Schedule 1 Part A*).
- B. The Promoter has obtained all other necessary permissions and approvals to develop the said property.
- C. The Project Land is earmarked for the purpose of commercial use and the promoter proposed to develop a Commercial Mall consist of Basement parking + Lower Ground + 3 floors+ (hereafter referred as G+3) comprising of Kiosk, Mini Shop, Shop, Showroom, Office, Retail space, theatre, Multiplex, Restaurant, and other space, common facilities, common amenities in the name and style of "MAHARANI PADMINI MALL".

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

E. The Udaipur Development Authority, Udaipur has granted the permit/approval/commencement certificate to develop the Project vide approval number UDR/1620/CTT/1440 dated 30/10/2018;

The project land is free from all the encumbrances.

F. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "MAHARANI PADMINI MALL" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of units 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 commercial plot situated behind Mokshadham, Chittorgarh, Rajasthan with a total area admeasuring of 3675.65 Sq. mtr (39550 Sqft.). The location details are fully described in the *Schedule 1 Part A*.

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____; 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.up-rera.in) of the Authority.

H. The Site Plan / Layout Plan of the said Project has been sanctioned by the Office of the Udaipur Development Authority, Udaipur vide its Letter No. UDR/1620/CTT/1440 dated 30/10/2018. A copy of the Site Layout Plan is enclosed.

I. The consolidation of 3 different commercial plots was approved and the approval was received from the department of Directorate Local bodies, Rajasthan, Jaipur vide letter no. BHUMI/F-7 (D) (351)DLB/18/4250 dated 04/02/2019.

J. Approval of Specifications of the Said Project and permission of building construction (Basement+ Ground+ stilt+3) under the relevant legal provisions has been

accorded vide Letter No. UDR/1620/CTT/1440 dated 30/10/2018 by the Udaipur Development Authority, Udaipur. The Specifications of the Project are specifically mentioned in *Schedule 3*.

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

- K. The details of 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 specifically mentioned in *Schedule 4*.
- 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 specifically mentioned in *Schedule 5*.
- M. The details of other external development works to be taken for the project are specifically mentioned in *Schedule 6*.
- N. The details of specifications of material used in construction are specifically mentioned in *Schedule 7*.
- 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 specifically mentioned in *Schedule 8*.
- P. The Promoter has opened a separate Bank account in Baroda Rajasthan Kshetriya Gramin Bank at Kila Road, Chittorgarh- 312001, Rajasthan Branch for the purpose as provided in subclause (D) of clause (l) of sub-section (2) of section 4.
- Q. The Allottee(s) has seen and satisfied him/her/themselves regarding the location, plans of the commercial complex, the current status of construction and quality of material being used in construction in respect of the project, prior to the execution of this agreement. The Allottee(s) has undertaken physical inspection of the construction site and also undertaken through inspection of the plans for construction of the complex and all the documents including permissions, approvals etc. referred to in this

agreement and the Allottee(s) stands fully satisfied with the layouts, current status and the standard of material being used in construction.

- R. The Allottee(s) is aware and understands that the Promoter has planned and designed the theater in the said project and has no objection for the same.
- S. 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 Unit/ Building, has applied for allotment and to purchase a Unit 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 unit/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.

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).

- T. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.
- U. The Allottee has applied for a unit in the Project vide application no. dated and has been allotted unit no. having carpet area of square feet, type, on floor in [tower/block/building] no. in Maharani Padmini Mall("Building") along with open/covered parking no. as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in *Schedule 1 Part B* and the floor plan of the unit is annexed hereto and marked as *Schedule 2*.
- V. 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.

- W. 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;
- X. 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 Unit;

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 Unit.
- 1.2. The Total Price for the Unit full break up is more particularly described in *Schedule 9 Part A*.
- 1.3. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Unit.
- 1.4. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and GST, 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 Unit 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;
- 1.5. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

For- Fakhri Developments LLP

 Partner

- 1.6. The Allottee shall also be liable to pay documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit;
- 1.7. The Promoter shall periodically intimate to the Allottee(s), through E-Mail/ written Notice by Registered AD the amount payable as stated in Part A Schedule 9 and be paid in the manner provided in **Part B Schedule 9** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8. The Total Price of the unit includes price of land, construction of, not only the unit but also, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the unit, the right to use the common areas, lift, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the unit and the Project.
- 1.9. The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.10. 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 in respect of the Unit without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees.

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.

- 1.11. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be re-calculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of at the same rate per sq. ft. of Carpet Area as mutually agreed by the parties at the time of agreement. The Carpet area shall always be measured from brick to brick and balcony dimensions shall be up to the outer edge of the balcony slab.
- 1.12. The Promoter agreed and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the Unit;
 - (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 Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit 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/her/their/it Unit. The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all the allottee decides to

visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further, the promoter strictly prohibits the visit of children at the project construction site.

- 1.13. It is made clear by the Promoter and the Allottee agrees that the Unit along with(No. of Parking) open/ 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.
- 1.14. That the Allottee shall not be entitled to claim any reserved parking area in the commercial complex.
- 1.15. The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. 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 Unit 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.
- 1.16. The Allottee agrees that the Sellers shall have the first charge/ lien on the Unit for the recovery of all its dues payable by the Allottee under this agreement and such other payments as may be demanded by the Promoter from time to time. Further, the Allottee agrees that in the event of Allottee's failure to pay such dues as afore-stated, the sellers will be entitled to enforce the charge/ lien by selling the Unit to recover and receive the outstanding dues out of the sale proceeds thereof.
- 1.17. The Allottee understands and agrees that under no circumstances shall, the payments made under this agreement, be construed or deemed to create, in any manner whatsoever, a lien on the Unit in favour of the Allottee. The Allottee clearly understands that for ultimate conveyance of the unit in favour of the Allottee, due and faithful performance by the Allottee of all its obligations agreed and undertaken herein is necessary.
- 1.18. The Allottee(s) hereby agrees and acknowledges that the Sellers shall not be under any obligation to provide any services and/or facilities except as mentioned in this agreement.

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 through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of payable at

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever. The date of Credit into the above account shall be deemed to be the date of payment. The Promoter may demand for an administrative handling charge of Rs..... however, promoter shall not be bound to send reminders of payments to the Allottee.

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

- 3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.
- 3.3. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any

right in the application/allotment of the unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only and in case of cancellation by any such allottee, refund in terms of this agreement shall be made only to allottee.

- 4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/her/their/it under any head of dues against lawful outstanding of the Allottee against the unit, if any, in his/her/their/it name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/it payments in any manner.

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

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 Unit to the Allottee and the common areas to the Maintenance Society.

It is irrevocably agreed by the Allottee that promoter may request for the extension of the Registration/duration of completion of the project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the promoter in this respect and in that case schedule date for the completion of the project shall be considered the date as extended by the Authority.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit 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.

The promoter built theater/ multiplex in the said project will have separate identified/demarcated entry for trouble free entry and exit of the allottee/s and for the public visiting theatre/multiplex.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Apartment of Unit - The Promoter agrees and understands that timely delivery of possession of the Unit 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 Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30.09.2020, 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 Unit, 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 Unit, 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 Unit, 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 Unit- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Unit 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 Unit 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 Unit 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 entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (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 Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

- 7.7 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 Unit, 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 warranties to the Allottee(s) as follows:

- 8.1. The Land owners has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;
- 8.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.3. There are no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;
- 8.4. There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the unit;
- 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project 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;
- 8.6. 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;
- 8.7. 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;
- 8.8. 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;
 - 8.9. 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;
 - 8.10. The land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the land;
 - 8.11. 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 Unit 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;
 - 8.12. 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 Unit to the Allottee(s) within the time period specified 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 Unit or shop shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-
 - (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by

completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within 45 (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 Unit, which shall be paid by the Promoter to the Allottee within 45 (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) On the occurrence of failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) After the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the unit and/or taking possession of unit within the period mentioned in Offer Letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

In such circumstances the Promoter's rights/remedies are:

- a) The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- b) The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/safeguarding charges Rs. 10 for per Sq. Ft. of the super built up area of the unit

- on monthly basis; (d) taxes; (e) withhold registration of the conveyance deed of the unit in favour of the Allottee(s); and to refuse possession of unit to the Allottee(s) till payment of amounts is recovered;
- d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
 - e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the unit. The Promoter shall be entitled to sell the unit to any other person or otherwise deal with the unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :
 - (i) The Booking Amount;
 - (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the unit;
 - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. CONVEYANCE OF THE SAID UNIT:

The promoter, on receipt of total price of the unit (Including interest on delayed payment and other charges as stated in this agreement, and as applicable) under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Unit to the allottee together with proportionate indivisible share in the Common Areas to the Association of Allottee within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be:

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.

Provided further that, in case the allottee fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTENANCE OF THE SAID BUILDING/ UNIT/ 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.

It shall be the duty of the Maintenance Society to take over the maintenance of the project within 3 months from the date of receipt of completion certificate or offer made by promoter to Maintenance Society in this respect.

The Promoter shall transfer the amount collected towards IFMS/Maintenance Deposit to the Association of Allottees without any interest at the time of takeover of Common Areas and Facilities on the Project Land by the Association of Allottees. IFMS shall be non refundable in all respect.

Maintenance Society with the main object to take over from the Promoter, the responsibility of maintenance of common areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Allottee agrees and undertakes that he/she/it shall be abide by and comply with the bye-laws and rules and regulations of such maintenance Society. After the Promoter hand over the management/maintenance of the common areas to the Association of Allottees Society then it shall be the sole responsibility of the Society, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and the Allottee agrees that he/she/it shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and other dues to the Society from time to time regularly.

The allottee agrees that his right to use of common areas and facilities of the project shall be subject to timely payment of total maintenance charges and performance by the allottee of all his obligations in respect of the terms and conditions specified under this agreement as well as the owner's association from time to time.

The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

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 30 (thirty

days), and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the promoter shall not be liable as stated above in case of any other defect pointed by the allottee. The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act.

However, in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or and/ or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damaged caused due to force majeure shall not be covered under defect liability period.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, open/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 Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- (i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit at his/her/it own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Unit;
- (ii) All fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/

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

- (iii) The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (iv) That the said ownership rights in the said unit have been agreed to sold to the Allottee only for the specified purpose of being used as commercial purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Allottee has further specifically agreed that he/she/it shall not himself/herself/itself use or permit any other person to use the said unit for the purpose other than that for which said property has been sold to him/her/it. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.
- (v) That the Allottee shall not use the said unit for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other unit and/or Common Area/ Common Parts/ Facility in the Building.
- (vi) That the Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- (vii) That the Allottee shall not at any time demolish the structure of the said unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof.
- (viii) That the allottee may, however, make suitable changes in the said unit as provided hereinafter without causing damage or harm to the structure of said unit & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.
- (ix) That the allottee shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, or any external wall of the unit, which in the opinion of Promoter differ from the overall scheme of the building.
- (x) That neither the Allottee nor the occupant of the said unit shall put up any signboard, hoardings, publicity or advertisement material, outside the unit or

anywhere in the Common Area / common Parts. The Allottee shall be allowed to put up his/her/it name-plate at the space provided by the Promoter for this purpose.

- (xi) That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.
- (xii) That any explosives, combustible articles or any other articles which are inflammable shall not be stored by the Allottee under any circumstances in the said unit.
- (xiii) That the allottee shall carry out day-to-day maintenance of the said unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said unit at its own costs without affecting and disturbing other shop/ unit spaces holders.
- (xiv) That he/she/it shall comply with and carryout, from time to time, after he/she/it has taken possession (as defined in this Agreement) of the unit all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority/Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his/her/it own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- (xv) The Allottee agrees and undertakes that he/she/it shall join Association of Allottees as may be formed by the Promoter on behalf of the unit owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (xvi) That the Allottee(s) shall bear the proportionate cost of insurance of the Complex, if obtained, along with all the allottee(s) in the ratio of their respective areas of the unit held by them. However, the contents of unit allotted to the Allottee shall be insured by the Allottee(s) at his/her own cost. The Allottee(s) shall not do or permit to be done any act or thing
- (xvii) The Promoter shall facilitate the electricity connection for the said unit and Allottee shall be required to maintain separate electric connection for the said unit in his/her/their/it own name from the JVVNL or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall

be borne by him/her/it. The allottee has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said unit and that he/she/it shall not give or allow any electric connection to any other person for use in any other space or premises other than the said unit. However, cabling, MCB main switch will be provided by the Promoter.

- (xviii) The Allottee shall be permitted to carry out at his / her/it own cost but without damaging the main structure of the said unit as well as ceiling, etc inside the premises of the unit, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.,
- (xix) The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess, GST or tax as applicable under law, as and when levied by any local body or authority and so long as the unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.
- (xx) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xxi) The Allottee(s) agrees and understands that except the unit as described in attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.
- (xxii) The Allottee undertakes not to sub-divide the said unit, agreed to be sold to him/her/it. The Allottee further undertakes that in case it transfers its right and interests in the said unit, in favour of any person/promoter by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person/promoter so inducted by the allottee shall also be bound by the terms and conditions of this Agreement. The promoter or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person/ promoter/entity who has been

inducted in the said unit, originally agreed to be sold to the allottee, irrespective of the fact whether such entry in the unit of the allottee is permissive or hostile.

- (xxiii) Each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall pay by allottee in proportion to the carpet area such apportionment shall be made by the Promoter or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be levied on such due amount.
- (xxiv) Since the said unit agreed to be sold is a part of Building and it is in the interest of the Allottee/occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Building including the common areas and to give an effective hand to the promoter or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the promoter or its nominee and lawful occupants of the various units in general, to deal more effectively with the security of the Building and maintenance of order therein, the entry be regulated. For this purpose, the allottee agrees that the promoter or its nominee shall be free to restrict the entry of anyone into the Building whom it considers undesirable. In case of insistence, the security staff of the building will be at liberty to call upon the allottee / lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/her/it unit and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the promoter or its nominee.
- (xxv) That the allottee shall not have any right, title or claim over the theatre/multiplex constructed in the said project.
- (xxvi) If the allottee defaults in paying the relevant amounts as per the payment plan along with all the other taxes/charges, he/she shall not be entitled to enforce the timeline of project/unit completion. Therefore, subject to the timely receipt of payment of the said unit and the other amounts from the allottee is the essence of this agreement.
- (xxvii) In the event of Force Majeure as mentioned in Clause 7 above, the promoter shall not be liable to pay any penalty/interest/compensation to the allottee. If project is delayed due to any reasonable circumstances, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the Unit as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

- (xxviii) In case due to force majeure conditions as stated above this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter, after deducting the taxes paid by the promoter on behalf of allottee (if any) with interest within 45 days on which the termination gets effective.
- (xxix) It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.
- (xxx) The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, along with taxes as determined by the maintenance agency/ Promoter/ Maintenance society as the case may be.
- (xxxi) The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority. The Promoter shall not be responsible for any wear and tear damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises. All/ any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit, Interest on delayed payments (if any) and all other penalties of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 days of cancellation by allottee.

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

The Parties are entering into this Agreement for the allotment of a Unit 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 Unit, 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 Unit of the Building.

19. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within 30 (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 but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges.

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 Unit in the Building, as the case may be.

21. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which only shall be valid.

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as

per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

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 Unit bears to the total Carpet area of all the Units 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 Jodhpur, Rajasthan 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 Jodhpur, Rajasthan.

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.....(Promoter's name)	Allottee(s) name
Address.....	Address.....

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

29. JOINT ALLOTTEE:

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

30. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the unit, or building, as the case may be, prior to the execution and registration of the agreement for sale for such unit, 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. JURISDICTION: That, the High Court of Judicature of Rajasthan, at Jodhpur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

32. 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.

33. LOAN FACILITY:

In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the unit applied for, the Promoter shall facilitate the process subject to the following -

- (i) The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- (ii) The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses shall be applicable.

34. PARKING:

The Allottee understands that the project comprises of open and covered parking space spread across the Project. For day today comfort of all owner(s); the Promoter has earmarked parking space for the exclusive use of each unit. Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her/it is inseparable and an integral part of the said unit. The unallotted parking space shall form part of the Limited Common Areas and Facilities of the said Project. The Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said unit under any of the provisions of this Agreement.

35. **DISCLOSURE:** That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself/herself/itself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

36. **ASSIGNMENT:** The Allottee shall not be entitled to get the name of his/her/it nominee(s) substituted in his/her/their/it place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his / her/it nominee(s). It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said unit. The terms and conditions of this Agreement, shall be

binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the unit shall be liable to pay Transfer Fee of Rs. per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the unit to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

37. ELECTRICITY CONNECTION:

- (i) That the Allottee shall be required to get and maintain separate electric connection for the said premises in his/her/it own name from Jodhpur VidyutVitrans Nigam Limited (JVVNL) and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him/her/it and shall be reimbursed to the Promoter if the same is incurred by the Promoter. The Allottee shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him/her/it.
- (ii) The Allottee has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- (iii) The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- (iv) Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter /Society.

If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Owner/Promoter/Society,

additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Owner/Promoter /Society, which shall be final and binding on the Allottee.

- 38. INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).
- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
 - b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.
- 39. SPECIFIC PERFORMANCE:** The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

40. DISPUTES

- 40.1. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- 40.2. In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.
41. That this Agreement has been executed in duplicate. One copy has been retained by the Promoter/ co promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
42. That all annexures and Schedules annexed with Agreement are integral part of this Agreement.
43. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on the day, date and place first above written

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 on the day, date and place first above written

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

Schedule-1

Part A

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

The piece and parcel of the plot of land situated behind Mokshadham, Chittorgarh, Rajasthan admeasuring 3675.65 Sq. mtr., bounded on the:-

In North: -

In South: -

In East: -

In West: -

And measuring

North to South: -

East to West: -

Other details of the location of the Project

For- Fakhri Developers LLP

 Partner

Part B

Description of Unit

Application No.	
Unit No.	
Carpet Area	
Floor	

Application No.	
Unit No.	
Built Up Area	
Floor	

Application No.	
Unit No.	
Super Built up area	
Floor	

Schedule 2

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

As attached

Schedule 3

(Specifications of the Project)

Basement, ground floor, First Floor, Second Floor, Third floor

Schedule 4

(Detailed Plan of Development Works to be undertaken)

Same as Schedule 3

Schedule 5

(Detailed of salient features of the Proposed Project)

Schedule 6
(Other External Development Works)
Open Area Parking

Schedule 7
(Details of Specifications of Material used in construction)

S.no	Material	Name of Material
1.	River Sand	Sweet River
2.	Aggregate	Kakani
3.	Bricks	Anyone: Kolayat and Cement Blocks 1 st grade
4.	Stone	Jodhpur Stone
5.	Cement	Anyone: Ultratech, Umbuja, Lafar.
6.	Steel	Anyone: Rathi Steel, Premium Steel, TMT.
7.	Sanitary Fitting	Anyone: Estrol, Finolex, Supreme.
8.	Sanitary Accessories	Anyone: Jaguar, Collar, Cera, Hindware.
9.	Electric Wire	Anyone: Finolex, R-R cable, Polycab, Anchor.
10.	Electric Switch	Anyone: Anchor, Vinay.
11.	Lift	Anyone: Otis, Saddler, Omega, Kone.
12.	Silent Generator	Anyone: Mahindra, Sudhir, Kiloskar, Honda.

Schedule 8
(Stage wise time-schedule of completion of the Project/ Phase)

Stage	Details of works to be Completed	Date by which the works are proposed to be completed
1.	On Footing to Basement slab.	
2.	On Basement to Ground floor slab	

3.	On Ground to First floor slab	
4.	On First to Second floor slab	
5.	On Second to Third floor Slab	
5.	On Internal Sanitary and electric fitting	
6.	On finishing work internal and external plaster work and P.C.C	
7.	On Finishing internal Flooring tile work, Granite work	
8.	On internal and external Puti work electric Fire fitting, switch fitting and Sanitary Accessories work.	
9.	On final internal and external colour and Lift fitting, Silent Generator fitting, fire fitting equipments fitting, electric transformer fitting, and External Elevation work.	
10.	Basement to terrace internal and external final inspection.	

Schedule-9

Part A

Unit Price of the unit is Rs. _____ (In words Rupees _____ only).

Note 1: Unit Price includes Basic Sale Price and Additional charges.

a. Basic Sale Price:-

S.no	Particulars	Sq Ft.	Amount
1.	Carpet area		
2.	Exclusive Balcony/ verandah area		
Total			

b. Additional charges:-

S.no	Particulars	Amount
1.	Charges towards government water supply	
TOTAL		

c. Other Payments:-

S.no	Particulars	Amount
1.	Maintenance Charges / IFMS	
2.	Taxes	
TOTAL		

Total price includes Unit Price and other Payments

Total Price of the unit is Rs. _____ (In words _____)

[Note 2: the effect of reduction in rate of tax on supply of Goods or services or the benefit of input tax credit had been considered in the price of the unit. The allottee has understood the same and will not raise any objection in this regard.]

Part B

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

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 Partner

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

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

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
1	At the time of Booking	
2	After 45 days of Booking or start work	
3	On Basement Slab or After 90 days	
4	On Ground floor slab or after 135 days	
5	On first floor slab or After 180 days	
6	On Second floor slab or after 225 days	
7	On Third floor Slab or 270 days	
8	On finishing work (At the time of start internal plaster work) or 315 days	
9	On finishing work (At the Time of internal doors, windows, Sanitary Fitting, Electric Fitting and Color work) or 360 days	
10	At the time of possession or 1095 days	

Schedule-10

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

1. Staircase on all the floors.
2. corridors
3. Lift well, lift, lift machine room.
4. Passage meant for common use.
5. Water pipes and other common plumbing installations from overhead/underground tank for supply of water.
6. Electrical wiring, meters and fittings (excluding those as are as installed for any particular unit).
7. Electrical Panel.
8. Drainage and Sewers.
9. Drive Ways.
10. Lights and electrical fittings of aforesaid common areas.
11. Transformer
12. Common Toilets.
13. Tube well
14. Guard Room
15. D.G. Set for common areas
16. Open Area Parking

For- Fakhri Developers LLP


Partner