



भारतीय गैर न्यायिक



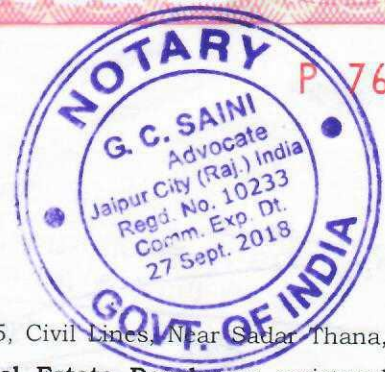
रु.50

FIFTY RUPEES
Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

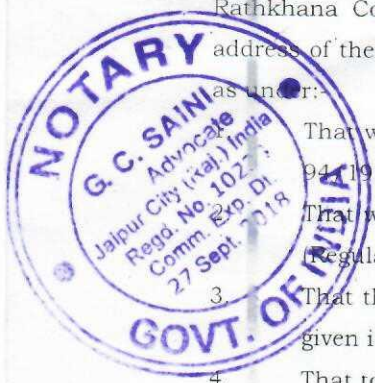
बीकानेर-334001
(राजस्थान)



P 762385

AFFIDAVIT

I **Vikas Aggarwal** Son of Shri Kirodimal Agarwal aged 43 years R/o 5, Civil Lines, Near Sadar Thana, Rathkhana Colony, Bikaner Authorized Partner of **M/s Bikaner Real Estate Developers** registered address of the Firm Chugh Mansion, Opp. DRM Office, Bikaner do hereby declare, undertake and state as under:



1. That we are developing a Residential Project namely **"Imperial Paradise"** situated at Khasra No. 94/19, Opp. Sophia School, Tilak Nagar, Jaipur Road, Bikaner, Rajasthan.
2. That we have applied for registration of our aforesaid project under section 3 of The Real Estate (Regulation and Development) Act, 2016 (RERA 2016).
3. That the draft agreement to sale attached with the aforesaid application is based on model draft given is Form G at the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
4. That to the best understanding of the promoter the draft agreement to sale is not in derogation of or inconsistent with any provision of the Real Estate (Regulation & Development) Act, 2016. However agreement may be amended/modified based on contractual condition with the concerned buyer.

AT TESTED

Vikas Aggarwal
Bikaner Real Estate Developers

25 AUG 2017

NOTARY PUBLIC

Verification

Deponent

Partner

I **Vikas Aggarwal** Son of Shri Kirodimal Agarwal aged 43 years R/o 5, Civil Lines, Near Sadar Thana, Rathkhana Colony, Bikaner Authorized Partner of **M/s Bikaner Real Estate Developers** Do hereby verify that the contents in para no. 1 to 4 of my above affidavit are true and correct and nothing material has been concealed by me there from

Vikas Aggarwal
Bikaner Real Estate Developers

Deponent

Partner

AT TESTED

25 AUG 2017

NOTARY PUBLIC
JAIPUR (RAJ.) INDIA

Identified by
Sgt
25/8/17

2461 14/07/17

20 सीकनेट रिटायर स्टैट डवलपमे

जयपुर रोड सीकनेट

विजय

विजय

बेजा/द्वारे के

महाराष्ट्र के

1. जयपुर रोड सीकनेट रिटायर स्टैट डवलपमे	10
2. गाय रोड सीकनेट रिटायर स्टैट डवलपमे	10
कुल योग	20
हस्ताक्षर स्टाम्प वेन्डर	



AT TESTED

NOTARY PUBLIC

AT TESTED

NOTARY PUBLIC

ALLOTMENT LETTER

Date:

Ref. No.:

MR.
.....
.....

Sub: Allotment of Flat No-....., in "....."

Dear Sir/Madam,

We refer to your application dated, for allotment of a residential Flat in in Bikaner.

It gives us immense pleasure to inform you that you have been allotted Flat No., and which has a built up area sq. ft and super built-up area of Sq. Ft.

In pursuance of the terms & conditions as laid down in the Application Form the Total Price of the Flat is Rs./- (Rupees Only) including Rs. for club facility, Rs. for covered parking and Rs. as security deposit; besides other charges payable as per the installment plan to be annexed as Annexure "....." of the Flat Buyers Agreement. The terms and conditions of the Flat Buyers Agreement to be executed between you and the Firm shall be final and binding between both the parties.

You are requested to sign the Flat Buyers Agreement at the earliest.

We value our relationship and welcome you amongst our family.

Thanking you and assuring you the best of services at all times.

Yours faithfully,

For M/S Bikaner Real Estate Developers

Bikaner Real Estate Developers
Vikas Aggarwal

(Authorized Partner) Partner

FORM-G
[see rule 9]
Agreement for Sale

Affix photograph Allottee/ Allottee signature across the photograph	Color of First with the
--	-------------------------------------

Affix photograph of the authorized signatory of Promoter with signature across the photograph	Color of the
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This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two thousand and at.....

By and Between

M/s, Bikaner Real Estate Developers registered at Chugh Mansion, opp. DRM Office, Bikaner and its PAN is AAQFB9813N, represented by its authorized signatory Mr Vikas Aggarwal (Aadhar No 447912566948) hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

Mr/Ms./Mrs. son/daughter/wife of 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.

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

INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or uncovered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - (c) "Carpet area" means the net usable floor area of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
 - (d) Super built-up area" means built-up area plus proportionate common area and proportionate limited common area, proportion for the limited common area shall be calculated on the basis of number of common users of that particular limited common area.
 - (e) "Interest" means the interest payable at the rate specified in rule 17 of the rules; which is the

Bikaner Real Estate Developers
Vikas Aggarwal
Partner

Signature of Promoter

Signature of Allottee

State Bank of India's highest marginal cost of lending rate plus 2%, provided if the State Bank of India's marginal cost of funds landing rate is not in use then it would be replaced by the present bench mark lending rate which the State Bank of India may fix from time to time for lending to general public. At present the general lending rate of State Bank of India is _____ % per annum and as per rule 17 by adding 2%, the rate of interest for the purpose of this agreement would be _____ %.

- (f) "Para" means a Para of this Agreement;
- (g) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (h) "layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary and includes building layout plan;
- (i) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- (j) "planning area" means a planning area or a development area as specified under the master plan;
- (k) "project land" means any piece, parcel or parcels of land on which the project is developed and constructed by a promoter; and
- (l) "Regulation" means the Regulation made under the Act;
- (m) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (n) "Schedule" means the Schedule attached to this Agreement; and
- (o) "Section" means the section of the Act.

WHEREAS THE PROMOTER DECLARES THAT,-

- A. The Promoter is in lawful possession of the land bearing Khasra No. 94/19, Total area 1587.96 Sq. Mtr. Situated at Opp. Sophia School, Tilak Nagar, Jaipur Road, Bikaner (Hereinafter referred to as 'Land' and more fully described in the **Schedule-I**).
- B. Initially the UIT Bikaner issued a lease deed No.2 dated 03.02.2002 in the name of Shri Tribhuvan Singh for a residential plot in Khasra No. 94/19 having a total area of 1364.25 Sq. Yds. The said lease deed was duly registered on 11.02.2002 in the office of Sub- Registrar-Bikaner, in its Book No. 1 Volume No. 752 at Page No. 30 bearing Serial No. 1030 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 1048 at Page No. 243 to 248. Thereafter the UIT Bikaner issued another lease deed dated 02.01.2013 in the name of Shri Tribhuvan Singh for Khasra No. 94/19 having a total area of 535 Sq. Yds. The said lease deed was duly registered on 02.01.2013 in the office of Sub- Registrar-Bikaner-II, in its Book No. 1 Volume No. 106 at Page No. 54 bearing Serial No. 2013000054 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 421 at Page No. 283 to 289. After that Shri Tribhuvan Singh applied for reconstitution of both the plots before UIT Bikaner and the UIT Bikaner issued a reconstitution letter bearing No. न्यास/कृ. भूमि/2013-14-620 dated 20.05.2013 in favour of Shri Tribhuvan Singh. Thereafter the reconstituted plot having a total area of 1899.25 Sq. Yds. (1587.96 sq. Mtr.) was transferred by Shri Tribhuvan Singh to the partnership firm M/s Peerless Orion by way of capital contribution. The partnership firm M/S Peerless Orion got some construction done on the said land after due approval from the UIT Bikaner but the said construction was not completed and the said land along with the incomplete construction was further transferred to the present owner that is the promoter M/S Bikaner Real Estate Developers registered sale deed dated 05.07.2017 which is duly executed and signed by M/S Peerless Orion through its partners as well as by Shri Tribhuvan Singh in his individual capacity and the same is registered in the office of Sub- Registrar-Bikaner-II, in its Book No. 1 Volume No. 284 at Page No. 24 bearing Serial No. 201703057102547 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 1130 at Page No. 165 to 183
- C. The said land is earmarked for the purpose of residential project and the said project shall be known as "**Imperial Paradise**".
- 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.

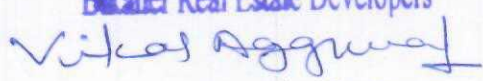
Bikaner Real Estate Developers

Vikas Aggarwal
Partner

Signature of Promoter

Signature of Allottee

- E. The UIT of Bikaner approved the initial building plans/maps for the said project and issued building plan approval vide its letter bearing no. क्रमांक/न्यास भूनिर्माण/1110 dated 29.08.2013 and has also accorded the permission for building construction up to 28.20 Mtr. Height. Thereafter Promoter applied for amendments in building plan and the UIT of Bikaner has amended and approved the revised building plans/maps and issued building plan approval vide its letter bearing no. न्यास/कृभूनि/2017-18 306 dated 28.07.2017 and has also accorded the permission for building construction up to 37.05 Mtr. Height and has released the revised maps accordingly.
- F. There is an encumbrance of Rs. 495.00 lacs/- (Rupees Four Crores Ninety Five Lacs Only) from State Bank of India (Earlier State Bank of Bikaner and Jaipur) having its Branch office at Industrial area, Bikaner against equitable mortgage on the property of the Company situated at Khasra No. 94/19 situated at opp. Sophia School, Tilak Nagar, Jaipur Road, Bikaner for a tenure of 58 months, rate of interest 10.95% p.a. (MCLR 8.60% + 2.35%)
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **'Imperial Paradise'**, (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments / buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 1587.96 square meters situated at Khasra No. 94/19, opp. Sophia School, Tilak Nagar, Jaipur Road, Bikaner and latitude & longitude of the end points of the Project and the location details are fully described in the **Schedule-I**.
- H. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is This registration is valid for a period of years commencing from.....and ending with.....unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- I. Approval of specifications of the Project and permission of building construction up to 37.05 meters height was granted by UIT, Bikaner vide it's permission no. न्यास/कृभूनि/2017-18 306 dated 28.07.2017 and building plans were also released.
- The specifications of the Project are as under: -
(One Basement + Stilt floor + 11 Floors)
- 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; The copy of approved site plan/layout plan along with constructions permission is attached herewith as **Schedule-2** (Collectively)
- J. The details of Floor plan of the Apartment No. _____ and for tower/ block of the Project is given in **Schedule-3**.
- K. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-
- | |
|---|
| Fire Fighting - As per NBC Requirement |
| Water Supply provided |
| Earthquake resistant RCC frame structure |
| Emergency Evacuation Service - As per NBC Requirement |
- 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, other facilities, and amenities, public health services and other internal development works proposed to be provided in the Project are as under :-
- Rain Water harvesting System
 - Centralized EPABX Facility at Security Desk,
 - Earthquake Resistant Design,
 - 24 Hours security,
 - Appropriate Fire Fighting arrangements,
 - Power backup for Common Services.
 - Club.
- M. The details of other external development works to be taken for the Project are as under: - Not

Bikaner Real Estate Developers

Partner

Signature of Promoter

Signature of Allottee

Applicable.

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

Structure:	Earthquake resistant RCC frame structure as per the design of structural consultant.
Apartment Feature:	Vitrified Tiles POP finish on wall and ceiling Acrylic Plastic Paint on wall and ceiling Polish/Paints/Mica on doors and window
Wood Work:	Windows Aluminum Frame/Wood having Glass Panel Tough ISI mark flush doors. Good quality fitting on doors & windows.
Kitchen:	Granite working counter, SS sink 2 feet tiles dado above work counter.
Toilet:	Designer tiles in toilets. Ceramic tiles in toilet upto 7" height on walls Anti-skid ceramic tiles on flooring C.P. Accessories in Toilet of premium brand.
Electrical:	Modern Electric system with concealed Copper wiring Premium quality switches and accessories TV/Telephone/AC/Cooler point in all the rooms at appropriate places. Power Backup for common area.
Security System (Managed by Association)	Closed Circuit TV in Entrance Lobby EPBX system 24 hours Security Guard Managed by the Society Complete firefighting system manage by association.
General Feature (Managed by Association)	2 Lifts Club House Transformer with panel room.

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

Stage	Date by which the works are proposed to be completed	Details of works to be completed
1	15.08.2018	Structure Work
2	15.10.2018	Block masonry
3	15.02.2019	Outer Plaster
4	15.04.2019	Internal Plaster
5	15.07.2019	Electrical & Plumbing Work
6	15.12.2019	Flooring & Outer Work
7	15.01.2020	Fixing of Doors & windows etc.
8	15.04.2020	Internal & external paint
9	15.05.2020	Completion of all Work

P. The Airport Authority of India has also granted NOC for height clearance for the Project vide its letter bearing no..... dated **Not Applicable**

Q. Environmental Clearance from the department concerned Environment Impact Assessment Authority has been obtained for the Project vide its letter bearing no. Jaipur dated **Not Applicable**

Bikaner Real Estate Developers
Vijay Aggarwal
Partner

Signature of Promoter

Signature of Allottee

- R. The Fire NOC has also been issued by Assistant Fire Officer Bikaner Nagar Nigam, vide its letter bearing no. क्रमांक/बीननि/फायर/2015/10369-70 dated 25.05.2015.
- S. The Promoter has opened a separate account in Branch of State Bank of India, Rani Bazar, Industrial Area, Bikaner for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- T. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase Apartment /Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs.....(in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment 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.
- U. The Allottee has applied for an apartment in the Project vide application no dated and has been allotted apartment no. having carpet area of square feet, type: on floor in tower no. ("Building") along with garage/covered no. admeasuring square feet in the, as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule-4** and the floor plan of the apartment is annexed hereto and marked as **Schedule-3**.
- Note: Garage includes covered car parking/basement car parking/stilt car parking.
- 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 [Apartment] and the garage/covered parking as specified in para V.
- Y. The details of common area are as under:-
- The entire land except exclusions mentioned elsewhere in the agreement.
 - The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - Club, Green Area, Visitor parking areas and Common Service area;
 - Terraces
 - Installations of central services such as electricity, water and sanitation and system for water conservation;
 - The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- Z. The details of limited common areas and facilities are as under:-
- Open Parking (Dedicated to particular Apartment/Apartments).

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

Vijay Aggarwal
Bikaner Real Estate Developers

Partner

Signature of Promoter

Signature of Allottee

the Apartment as specified in para 'U'

1.2 The Total Price for the Apartment based on the carpet area is Rs..... (in words Rupees.....only) ("Total Price"). The applicable taxes viz GST or any other similar tax as the case may be, shall be paid by the allottee separately as per prevailing rates.

Block Building Tower no..... Apartment no. ...	Rate of Apartment per square feet (carpet area)	Rate of Apartment per square feet (built-up area)	Rate of Apartment per square feet (super built-up area)
Type.....			
Floor.....			
Total Price (in Rupees) (Exclusive of applicable taxes viz VAT, Work Contract Taxes, GST etc.			

And (if/as applicable) subject to the provisions of building by-laws

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

Explanation:

- (i) The Total Price above includes the booking amounts of Rs (Rupees ...) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'U'
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the promoter by way of GST, Value Added Tax, Service Tax, cess or any other similar taxes which may be levied, in connection with the construction of the project by whatever name called but the promoter shall be entitled to claim input credit for the same. However GST payable by the allottee on purchase of flat shall be paid by the allottee over and above the total price, as per the prevailing rate) up to the date of the handing over the possession of the Apartment 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 changed modification:

Provided further that if there is any increase in the taxes/ government levy/duties and lease money after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external

Bikaner Real Estate Developers
Vikas Aggarwal
Partner
Signature of Promoter

development charges, taxes (payable by promoter), cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- (v) It shall be the duty of the buyer to deduct and deposit TDS as per the applicable rates on the sale consideration paid either in installments or in full whatever the case may be and shall produce a receipt of such deduction to the promoter.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority, increase in lease money charges and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The allottee hereby declares that they have already got a home loan sanctioned as per the Payment plan of the Firm and have also agreed to instruct the Bank to sign a tripartite agreement/ necessary document, for the disbursement of the loan amount directly to the Firm/Promoter as per the Payment plan.
- 1.5 As mentioned in para 'T' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. /- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs.....and the Allottees(s) agrees and undertakes to pay the balance amount of Rs.....of the total price strictly in accordance with the payment plan given below :-

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

Note: Payment plan will be as per the mutual discussion between the parties.

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

Bikaner Real Estate Developers

Niraj Aggarwal

Partner

Signature of Promoter

Signature of Allottee

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

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

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

- 1.9 Subject to Term No. 9.3 the Promoter agreed and acknowledged, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

- 1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment along with - -----garage covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except 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.

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

Bikaner Real Estate Developers
Vijay Aggarwal
Partner

Signature of Promoter

Signature of Allottee

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. But after handing over of possession of the flat to the allottee and common amenities to the society the allottee shall make payment of the recurring government taxes and levies viz lease money/ground rent, house tax (if any) and municipal taxes etc. on pro rata basis and the promoter shall not be responsible for payment of any government charges and levies after handing over the possession to the allottee.

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

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

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of '**Bikaner Real Estate Developers**' payable at Bikaner.

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

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

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

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Partner

Signature of Promoter

Signature of Allottee

6. CONSTRUCTION OF THE PROJECT:

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

7. POSSESSION OF THE APARTMENT:

- 7.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 PROCEDURE FOR TAKING POSSESSION- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, 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/RWA, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. The allottee also agrees to pay the recurring government taxes and levies viz lease money/ground rent, house tax (if any) and municipal taxes/local taxes etc. after taking possession of the flat, on pro rata basis and the promoter shall not be responsible for payment of any government charges and levies after handing over the possession to the allottee.
- 7.3 Failure of Allottee to take possession of Apartment-Upon receiving a written intimation from the Promoter as per Term No. 7.2 above; the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4 POSSESSION OF THE ALLOTTEE- After obtaining the occupancy certificate and handing over physical possession of the Apartment 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

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Vikas Aggarwal
Partner

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) That there is an encumbrance of Rs. 495.00 Lacs (Rupees Four Crore Ninety five Lacs Only) from State Bank of India (Earlier State Bank of Bikaner and Jaipur) having its Branch office at Industrial Area, Bikaner against equitable mortgage on the property of the Firm situated at Khasra No. 94/19, Opp Sophia School, Tilak Nagar, Jaipur Road, Bikaner for a tenure of 58 months, rate of interest 10.95% p.a. (MCLR 8.60% + 2.35%).
- (iv) As per the best of the knowledge of the Promoter there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the

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Vijay Aggarwal
Partner

Signature of Promoter

Signature of Allottee

Maintenance Society;

- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued, and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for consecutive one demand made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond one consecutive month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Bharat Real Estate Developers
Vikas Aggarwal
Partner

Signature of Promoter

Signature of Allottee

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

- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other source but the Allottee(s) obligation to purchase the said apartment/Unit and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said apartment/Unit.
- (iv) Failure, pursuant to a request by the Promoter, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Promoter or Association of Allottee(s), as the case may be.
- (v) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Promoter or not executing documents as may be required under the law for such transfer
- (vi) Dishonor/stoppage of payment by any cheque(s) including postdated cheques given by Allottee(s) for any reason whatsoever
- (vii) Sale/transfer/disposal of/dealing with, in any manner, the reserved car parking space independent of the Unit or selling of the additional allotted parking space to any third party other than occupant of the Building and /or of the project.

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

That all costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Agreement as also the Deeds of Conveyances/ Transfers and / or any other documents required to be executed in pursuance of this Agreement, the stamp and registration charges in respect of such documents transferring the said unit in favour of the said purchaser of the Sale Deed in respect of the said premises, as well as the entire professional cost of the Advocates of the SELLER in preparing and / or approving all such documents shall be borne and paid by the Purchaser.

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

11. ASSOCIATION OF OWNERS AND MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

11.1 The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the formation of RWA taking over of the maintenance of the Project by the Resident Welfare Association (RWA)/Maintenance Society. The cost of such maintenance has been excluded in the Total Price of the Apartment.

11.2 That within a period of 3 months after the agreement to sale has been executed for majority of apartments or booking has been made for such number of apartments then the promoter shall form a society (either under societies registration act, or cooperative society act) or any association of the residents or any other body corporate for the responsibilities of maintenance of common amenities and common services described in and/or with such other object or purpose or in such manner and to such extent as the promoter or their nominees may decide from time to time. The allottee agrees and undertakes that in the event of decision of the promoter to form any such society or association or body corporate, he shall be bound to join, subscribe and become a member of the society or association or body corporate and to abide by and comply with the bye-laws and rules and regulations of such society or association or body corporate. The allottee has undertaken that he/she shall at all times sign and execute the application for registration and all other documents necessary for the formation and registration of the society or association or body corporate

Bikaner Real Estate Developers

Vikas Aggarwal

Partner

Signature of Promoter

Signature of Allottee

including its bye-laws and shall duly fill in, sign and return to the promoter within 10 (Ten) days of the same being forwarded by the promoter to the Allottee. The Allottee shall not raise any objection, if any changes or modifications are made in the draft bye - laws as may be required by the registrar of societies or other competent authority as the occasion may demand. After the allottee hands over the management / maintenance of the common amenities and common services to the society or association or body corporate, it shall be the sole responsibility of the society or association or the body corporate, as the case may be, to run and maintain the common amenities and all common services and to determine from time to time the rate and amount of combined expenses and outgoings for the common amenities and common services along with the sinking fund charges recoverable proportionately from the allottee and from all other parties and the allottee agrees that he shall be liable to pay the said combined expenses and outgoing for common amenities and services and other dues to the society or association or the body corporate as the case may be from time to time & regularly. In the event of the society or the body corporate being formed and registered, the society or association or body corporate so formed shall be solely responsible for the administration of the affairs in relation to the apartments/multistoried residential scheme and the property appertaining thereto and for the management of common areas & facilities. The society may look after the said affairs of residential scheme on its own or appoint a professional agency for the said purpose.

- 11.3 The "Allottee/s" hereby agrees to pay to the promoter/society/body corporate as the case may be, a non-refundable interest free sum of **Rs. _____/- (Rupees Only)** as payment towards '**Maintenance Corpus**' of the Society or the body corporate as the case may be [hereinafter known as "Said Corpus"] at the time of offer of possession. Upon formation of the Society, the promoter shall be bound to deposit this sum in a separate bank account of the Society. All principle and interest monies in the said account shall exclusively be used for maintenance, upkeep and repairs of the said building. The said maintenance corpus shall not be utilized for any purpose other than specifically approved by the Society under its bye laws. It is agreed that the monies to the credit of said corpus fund may be invested in fixed deposits/Government Securities and / or debt mutual funds or in any other manner as may be approved by the promoter/Society/body corporate.
- 11.4 The "Allottee/s" hereby agrees that in case shortfall occurs in maintenance funds being available from interest earned out of corpus funds then, in addition to the money paid towards the Said Corpus referred to above, he shall pay such proportionate maintenance cost on a monthly basis as determined by the Society and/or the "Promoter". Such payment shall be made latest by the 10th of every month in advance. In case of default of payment of the aforesaid charges the promoter or its nominee shall be entitled to discontinue / disconnect the service of water and electricity etc. to the said flat as also shall have right to remove common benefits, amenities, facilities and services etc. apart from the right to recover the charges with minimum interest @ 12 % p.a. from the allottee and/or from the occupier of the said flat.
- 11.5 Till the society is formed and the maintenance is handed over to it as stated above, the entire maintenance upkeep and preservation of the said building, operation of the common services and management of common areas therein shall be done by the promoter. The promoter shall maintained the building/project from the maintenance corpus and its earnings, but if any shortfall occurs in maintenance funds being available from interest earned out of corpus funds then, the flat owner/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the "Promoter" on the terms and conditions mentioned herein unless agreed to separately. The Buyer agrees to pay proportionate share of all expenses incurred by the Promoter for maintenance of said building "**Imperial Paradise**" as and when demanded by the promoter.
- 11.6 That after handing over of possession of flat to the allottee and commons amenities to the society, it shall be the collective responsibility of all the allottees to maintain the common amenities and also to discharge their liability towards the recurring government taxes and levies viz lease money/ground rent, house tax (if any) and municipal taxes/local taxes etc., through their association of allottees/RWA/Maintenance society on pro rata basis failing which the association of allottees/RWA/Maintenance society as the case may be shall be at liberty to take action against such defaulting allottee as per its rules and regulations. It is also made clear that any such penalty imposed by association of allottees/RWA/Maintenance society shall be separate from the penal action taken by the concerned government authority under the relevant law.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or

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Vijal Aggarwal
Partner

Signature of Promoter

Signature of Allottee

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14.1 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.

14.2 USE OF PARKING:-

- (a) The Allottee(s) will not be allowed to cover the parking area in any manner or raise any wall or any type of barrier/rope/fastening around the said car parking area
- (b) The Allottee(s) agrees and confirms that the reserved car parking allotted to him/her/them/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption etc. of the said Unit under any of the provisions of this Agreement or otherwise
- (c) The Allottee(s) undertakes to park his/her/their/its vehicle in the allotted car parking space and nowhere else in the Building.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

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

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

15.4 The Allottee(s) shall not use the said apartment for any purpose other than residential.

15.5 The Allottee(s) shall not do any act or thing which may render void or voidable any insurance of the said property and the building in which the said apartment is situated or any part thereof

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Vikas Aggarwal
Partner

Signature of Promoter

Signature of Allottee

or whereby any increase in premium shall become payable in respect of the said building and/or the said apartment.

- 15.6 Air Conditioning for the apartment shall be done through the VRV ("Variable Refrigerant Volume") system only for the better elevation of the building. The VRV system shall be installed by the buyer at their own cost, but the copper fitting for the same shall be provided by the Promoter at the fixed points as decided in the architectural designs. The VRV unit shall be installed at a designated place provided in each flat. The buyer agrees to abide by the said condition and shall be restrained from installing the VRV unit at any other place in future. This condition must be strictly followed in order to preserve the elevation of the building.
- 15.7 The Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Promoter and/or the local authority, if required. The Allottee(s) however undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee(s) shall not change the color and structure of the external facade of the Unit.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

19. BINDING EFFECT:

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

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of

Bikaner Real Estate Developers
Vijal Aggarwal
Partner

Signature of Promoter

Signature of Allottee

the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 23.3 No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

24. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments 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 in----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bikaner. Hence this Agreement shall be deemed to have been executed at Bikaner.

28. BROKERAGE

In case the Intending Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee whether in or outside India for acquiring the said Premises for the Intending Allottee, the Intending Promoter shall in no way whatsoever be responsible or liable there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Intending Promoter for the said Premises. Further the Intending Allottee undertakes to indemnify and hold the Intending Promoter free and harmless from and against any or all liabilities and expenses in this connection.

29. COUNTERPARTS

Two copies of this Agreement shall be executed in two originals and the Promoter shall retain the first and send the second executed copy to the Allottee(s) for his/ her reference and record.

30. INTERPRETATION

Bikaner Real Estate Developers
Vijay Aggarwal
Partner

Signature of Promoter

Signature of Allottee

- a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- b) References including defined terms to the singular include the plural and vice versa and to a person includes body corporate and vice versa.

31. 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 Bikaner Real Estate Developers	Allottee Name.....
Chungh Mansion, Opp. DRM Office, Bikaner	Allottee 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.

32. 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).

33. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, 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.

34. GOVERNING LAW:

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

35. DISPUTE RESOLUTION:

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

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on ____ day of ____, 2017.

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)
--	---	--

Bikaner Real Estate Developers
Vijay Aggarwal
Partner

Signature of Promoter

Signature of Allottee

Signature	Signature	Signature
(Name):	(Name)	(Name)
(First-Allottee)	(Second-Allottee)	(Third- Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at on ____ day of ____, 2017

PROMOTER For and on behalf of M/s Bikaner Real Estate Developers
Name: Shri Vikas Aggarwal
Signature
Designation: Authorized Partner

WITNESSES
Signature
Name
Address
Signature
Name
Address

Bikaner Real Estate Developers
Vikas Aggarwal
Partner

Signature of Promoter

Signature of Allottee

SCHEDULE-1
(Details of land holdings of the Promoter and location of the Project)

Name of Scheme/Colony and City	Khasra No.	Area (in meters)
Opp. Sophia School, Tilak Nagar, Jaipur Road, Bikaner	94/19	1587.96 sq. meters

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

In North: Jaipur Road

In South: Other Property

In East: Road

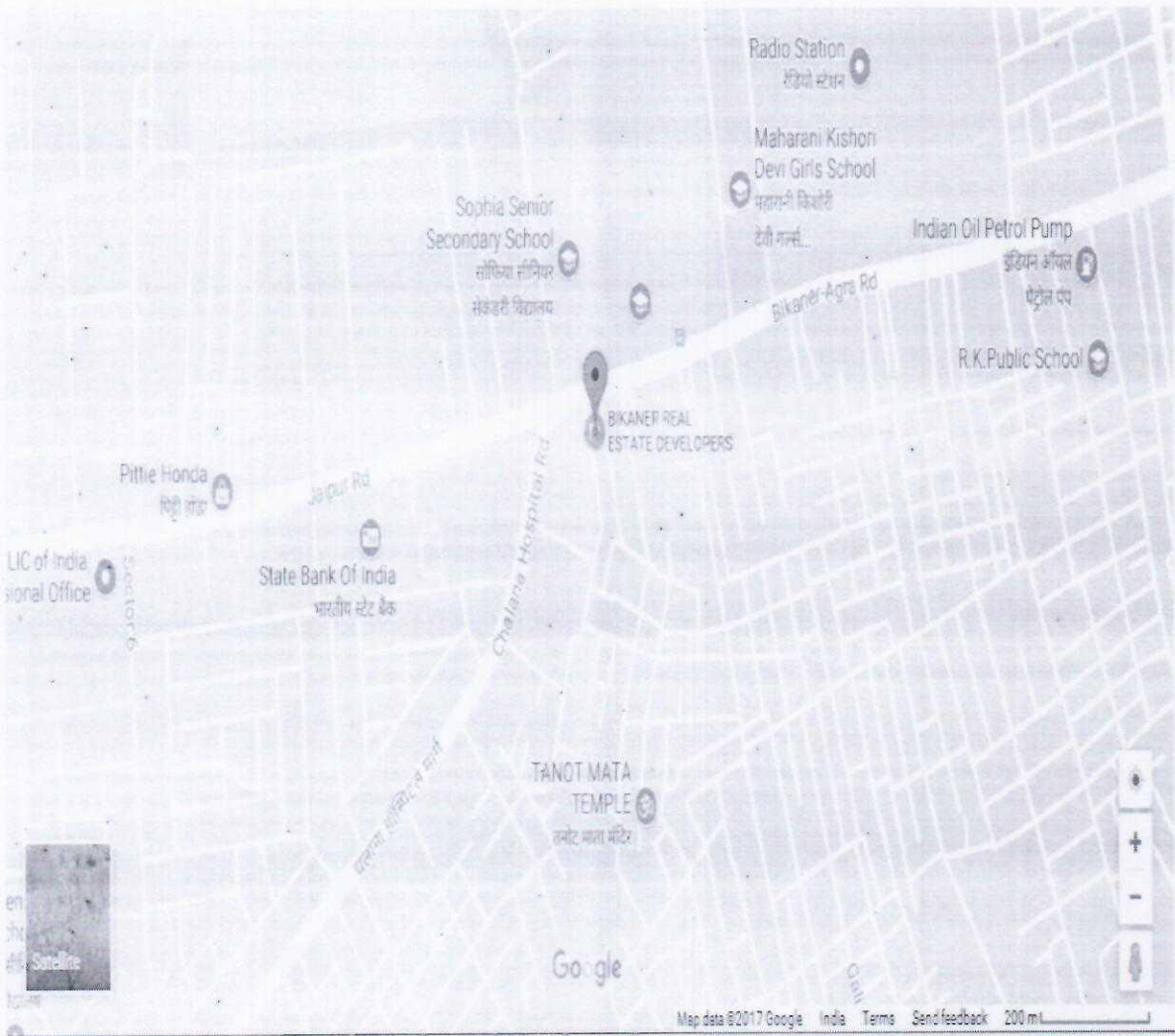
In West: Road

And measuring

North to South 213' (east side) and 213' (west side)

East to West 80'3" (north side) and 80'3" (south side)
2. Latitude/ Longitude of the end points of the Project

Latitude 28° 1'7.38° N
Longitude 73° 21'49.22° E
3. Other details of the location of the Project: Opp. Sophia School.
4. Location Map

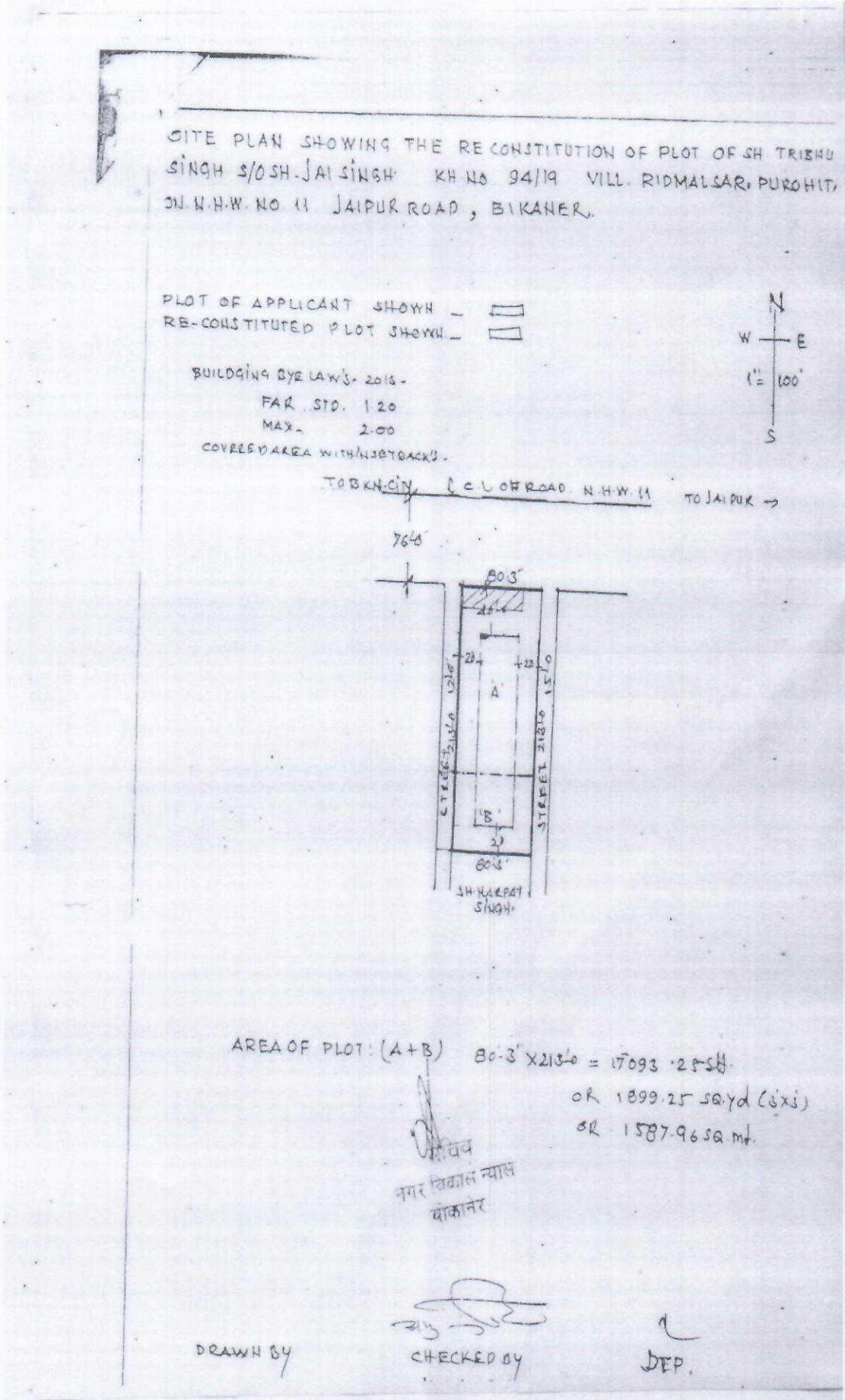


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Vikal Aggarwal
Partner

Signature of Promoter

Signature of Allottee

SCHEDULE-2
(Approved Lay-out Plan of the Project)



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Partner

Signature of Promoter

Signature of Allottee

SCHEDULE-3

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

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Vikash Aggarwal
Partner

Signature of Promoter

Signature of Allottee

SCHEDULE-4

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

Description of Apartment:

In North

In South

In East

In West

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Vijay Aggarwal
Partner

Signature of Promoter

Signature of Allottee

SCHEDULE-5

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

Structure:	Earthquake resistant RCC frame structure as per the design of structural consultant.
Apartment Feature:	Vitrified Tiles POP finish on wall and ceiling Acrylic Plastic Paint on wall and ceiling Polish/Paints/Mica on doors and window
Wood Work:	Windows Aluminum Frame/Wood having Glass Panel Tough ISI mark flush doors. Good quality fitting on doors & windows.
Kitchen:	Granite working counter, SS sink 2 feet tiles dado above work counter.
Toilet:	Designer tiles in toilets. Ceramic tiles in toilet upto 7" height on walls Anti-skid ceramic tiles on flooring C.P. Accessories in Toilet of premium brand.
Electrical:	Modern Electric system with concealed Copper wiring Premium quality switches and accessories TV/Telephone/AC/Cooler point in all the rooms at appropriate places. Power Backup for common area.
Security System (Managed by Association)	Closed Circuit TV in Entrance Lobby EPBX system 24 hours Security Guard Managed by the Society Complete firefighting system manage by association.
General Feature (Managed by Association)	2 Lifts Club House Transformer with panel room.

Bikaner Real Estate Developers
Vikas Aggarwal
Partner

Signature of Promoter

Signature of Allottee

SCHEDULE-6

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

- | | |
|----------------------------------|--------------------------------------|
| a) Rain Water harvesting System | e) Appropriate Fire Fighting |
| b) Centralized EPABX Facility at | arrangements, |
| Security Desk, | f) Power backup for Common Services. |
| c) Earthquake Resistant Design, | g) Club |
| d) 24 Hours security, | |

Bikaner Real Estate Dev.
Vikash Aggarwal
Partner

Signature of Promoter

Signature of Allottee