

राजस्थान RAJASTHAN

AFFIDAVIT

BX 908595

I, Secretary, KDA, having office at KDA, CAD Circle Kota Rajasthan, duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "RAM NAGAR SPECIAL" situated at, Block-A Khasra No. 437, 485, 649/1936, 483, 484 & Block-B Khasra No. 439/521, 439, 480, 481, 329, 479 Of Village- Ram Nagar & Nanta Tehsil-Ladpura District-Kota Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as from G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for sale is not derogation of or inconsistent with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
4. That if any contradiction arises in the future the deponent will be responsible for it.

7836
5/12/2024

Identified by
[Signature]

ATTESTED
[Signature]
4.12.2024
NEELANJANA JAIN
NOTARY
KOTA (RAJ.) INDIA
Deponent
कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

I, Secretary, KDA, having office at KDA, CAD Circle Kota Rajasthan do hereby that the content in para No.01 to 04 of my above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Kota on this:- 3.12.24

ATTESTED
[Signature]
4.12.2024
NEELANJANA JAIN
NOTARY
KOTA (RAJ.) INDIA
Deponent
कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

20/11/2023

Boys
Sole
Shoe Store
Katrina Dunes
Washburne
Affiliated
Boston

Secretary, Kala Development Authority

[illegible]

कोटा विकास प्राधिकरण, कोटा

क्रमांक:- एफ11/लॉटरी/2024-25/

दिनांक:-...../...../.....

--- आवंटन-पत्र ---

Mr./Miss./Mrs. S/O/ D/O/W/o

पता :-

विषय :- रामनगर स्पेशल में भूखण्ड संख्या _____ के आवंटन बाबत।

संदर्भ :- आपका आवेदन पत्र क्रमांक _____ के संदर्भ में।

महोदय/महोदया,

कोटा विकास प्राधिकरण की उक्त योजना में आरक्षित विक्रय दर _____ प्रति वर्गफीट पर **आवासीय** भूखण्ड आवंटन पर हार्दिक बधाई। आपको भूखण्ड संख्या _____ निम्नांकित नियम एवं शर्तों पर आवंटित किया जाता है :-

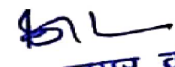
- आपको राजस्थान नगर सुधार अधिनियम एवं इसके तहत बने नगरीय भूमि निष्पादन नियम 1974 [Rajasthan Improvement Trust (Disposal of Land) Rules] तथा समय-समय पर बनाये गये नियमों/उपनियमों तथा प्रचलित न्यास निर्णयों के तहत 99 वर्षीय पट्टेदारी के आधार पर भूखण्ड आवंटित किया गया है।

- भूखण्ड की कीमत एवं क्षेत्रफल निम्न प्रकार है :-

भूखण्ड संख्या	श्रेणी	भूखण्ड का माप (मीटर में)	क्षेत्रफल (वर्ग मीटर)	क्षेत्रफल (वर्ग फीट)	कीमत रुपये	कॉर्नर चार्ज (10%)	कुल देय राशि (मय साईट प्लान शुल्क 200/-)

- आप द्वारा उक्त भूखण्ड के पेटे जमा पंजीयन राशि रु. _____ को समायोजित करते हुए शेष देय राशि का भुगतान आवंटन पत्र जारी होने की दिनांक से 30 दिवस के भीतर **RTGS/NEFT** से प्राधिकरण द्वारा निर्धारित बैंक ऑफ इण्डिया की बैंक खाता संख्या **662122410000003 IFSC Code BKID0006621** में जमा करवाकर **UTR नंबर व दिनांक** का उल्लेख करते हुए प्राधिकरण कार्यालय को सूचित करना होगा। बैंक/डी.डी. **“कोटा विकास प्राधिकरण, रामनगर स्पेशल”** के नाम देय होगा। बैंक के माध्यम से भुगतान करने पर किसी भी कारण से बैंक रिटर्न/अनादरित होने पर देरी से भुगतान की स्थिति में लगने वाले ब्याज के लिए आवंटी स्वयं जिम्मेदार होगा। डिमाण्ड ड्राफ्ट/बैंक/पे-ऑर्डर द्वारा जमा कराई गई राशि केडीए के खाते में 30 दिवस के भीतर जमा हो जानी चाहिए।

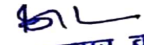
- मांग राशि के निर्धारित 30 दिवस के भीतर जमा न करवाने की स्थिति में आगामी 60 दिवस तक आवंटन दिनांक से 9 प्रतिशत वार्षिक दर से ब्याज राशि जोड़ते हुए अगले 60 दिवस तक स्वीकार की जाएगी।


कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

5. यदि आवंटन की दिनांक से 90 दिवस तक सम्पूर्ण राशि का भुगतान नहीं किया जाता है तो भूखण्ड का आवंटन स्वतः निरस्त माना जायेगा।
6. नगरीय कर की राशि आरक्षित दर रुपये (22600 + 10%) प्रति वर्गमीटर से 2.5% राशि प्रतिवर्ष जो वित्तीय वर्ष के अंतर्गत (1 अप्रैल से पूर्व) जमा करना होगा। यह राशि प्रथम पांच वर्षों में आधी (1.25%) ली जावेगी। प्रत्येक 15 वर्ष के पश्चात् एवं प्रत्येक हस्तांतरण पर नगरीय कर की राशि 25 प्रतिशत की वृद्धि होगी। अगर आवंटी चाहे तो बकाया नगरीय कर (यदि कोई हो) तथा एकमुश्त नगरीय कर अर्थात् आठ गुना राशि जमा करवा सकते हैं। तत्पश्चात् 99 वर्ष तक कोई लीज जमा नहीं करवानी होगी। यदि एकमुश्त 10 वर्ष की लीज राशि जमा करवाई जाती है तो फ्री-होल्ड पट्टा जारी कर दिया जावेगा।
7. भूखण्ड आवंटन उपरांत आवंटी को पट्टा विलेख जारी कराने एवं पट्टा विलेख का पंजीयन करवाने के उपरांत भूखण्ड का भौतिक कब्जा प्राप्त करने तथा बकाया देय राशि (यदि कोई हो) जमा कराने पर प्राधिकरण से स्वीकृति प्राप्त कर भूखण्ड का हस्तांतरण अर्थात् विक्रय किया जा सकता है।
8. भूखण्ड आवंटन से 5 वर्ष के अन्दर नियमानुसार भूखण्ड पर भवन निर्माण कार्य करना आवश्यक होगा, अन्यथा भूखण्ड का आवंटन निरस्त हो जावेगा। भूखण्ड पर भवन निर्माण के लिये प्राधिकरण से स्वीकृति प्राप्त करनी होगी।
9. भूखण्ड पर निर्माण से पूर्व कोटा विकास प्राधिकरण, कोटा से नक्शा स्वीकृत करवाना होगा।
10. भूखण्ड **आवासीय** उपयोग में लिया जावेगा तथा बिना प्राधिकरण स्वीकृति के कोई परिवर्तन नहीं किया जावेगा। ऐसा करने पर आवंटन निरस्त माना जावेगा।
11. आवंटी द्वारा प्रस्तुत की गई सूचनाओं में कोई तथ्य छुपाये जाने अथवा नियमों के विरुद्ध पाये जाने पर आवंटन निरस्त किया जा सकेगा तथा जमा राशि जब्त कर नियमानुसार कार्यवाही की जावेगी।
12. भूखण्ड की संपूर्ण राशि जमा होने के पश्चात् आवंटी को स्वयं के खर्चे पर लीज डीड करवानी होगी तत्पश्चात् ही भूखण्ड का कब्जा पत्र जारी किया जावेगा। भूखण्ड का कब्जा प्राधिकरण के कनिष्ठ अभियंता द्वारा मौके पर दिया जावेगा। आवंटी को भौतिक कब्जा लेने हेतु स्वयं प्राधिकरण के कनिष्ठ अभियंता से संपर्क करना होगा। कब्जा पत्र जारी होने से 15 दिवस में यदि आवंटी द्वारा भौतिक कब्जा नहीं लिया गया तो स्वतः ही कब्जा लिया हुआ माना जावेगा एवं भूखण्ड के संबंध में समस्त जिम्मेदारी आवंटी की होगी।
13. भूखण्ड का माप भौतिक कब्जा देते समय कम/ज्यादा हो सकती है, ऐसी स्थिति में अधिक भूमि की अतिरिक्त राशि आवंटी को अलग से नियमानुसार जमा करवानी होगी।
14. संपूर्ण राशि जमा होने पर 12 माह के अन्दर पंजीयन (रजिस्ट्री) नहीं कराने पर प्राधिकरण द्वारा नियमानुसार शास्ति (पेनल्टी) आरोपित की जायेगी।
15. शेष शर्तें राजस्थान इम्प्रूवमेंट ट्रस्ट (शहरी भूमि निस्तारण) नियम 1974 के अनुसार मान्य होगी तथा राज्य सरकार एवं प्राधिकरण द्वारा समय-समय पर जारी किए नियम/संशोधन आवंटी पर लागू होंगे।
16. किसी भी विवाद का न्याय क्षेत्र, कोटा शहर होगा।

नोट :- बैंक व अन्य वित्तीय संस्थाएं निम्न शर्तों के अंतर्गत ही इस आवंटन पत्र को ऋण की NOC (अनापत्ति प्रमाण पत्र) के लिए योग्य समझे।

- (i) कोटा विकास प्राधिकरण का किसी भी प्रकार की बकाया राशि की वसूली का भूखण्ड पर पहला अधिकार होगा तथा सभी बकाया राशि केडीए में निर्धारित समय पर जमा हो जानी चाहिए।
- (ii) अनापत्ति प्रमाण पत्र (NOC) मात्र केडीए भूखण्ड के ऋण की स्वीकृति के लिए ही मान्य होगी, जिसका करार नामा बैंक व भूखण्ड धारक के मध्य होगा।
- (iii) अन्य कोई अलग से ऋण लेने हेतु अनापत्ति प्रमाण पत्र (NOC) इस उद्देश्य के लिए केडीए द्वारा जारी नहीं किया जायेगा।


कुशल कुमार कोठारी
 सचिव
 कोटा विकास प्राधिकरण, कोटा

सचिव
कोटा विकास प्राधिकरण, कोटा

Agreement for Sale

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

Affix Color
photograph of
the authorized
signatory of
Authority
with signature
across the
photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this
Day of Two thousand and at Kota

By and Between

KOTA DEVELOPMENT AUTHORITY a GOVERNMENT BODY incorporated under the provisions of the Kota Development Authority Act, 2023 and having its registered office at CAD Circle Kota Rajasthan-324009 and its PAN is AAAJK2043D, represented by its authorized signatory..... (Aadhar No.) authorized vide board resolution dated hereinafter referred to as the "Development Authority" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONEPART.

AND

[if the allottee is an individual]

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

OR

[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

कुशल कुमार कोठारी
सचिव
नगर विकास प्राधिकरण, कोटा

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 atand its PANis..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

or

[if the allottee is HUF]

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

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

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

INTERPRETATIONS/ DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (c) "Para" means a Para of this Agreement;
- (d) "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;
- (e) "Regulation" means the Regulation made under the Act;
- (f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (g) "Schedule" means the Schedule attached to this Agreement and
- (h) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

in the Act or in the Kota Development Authority Act, 2023 (Act No. 22 of 2023) or in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE DEVELOPMENT AUTHORITY DECLARES THAT,-

- A. The Development Authority is in lawful possession of the land situated at Block-A Khasra No. 437, 485, 649/1936, 483, 484 & Block-B Khasra No. 439/521, 439, 480, 481, 329, 479 Of Village- Ram Nagar & Nanta Tehsil-Ladpura District-Kota Rajasthan with a total area admeasuring of 21390.00 SqMtrs (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. The Development Authority has a legal title to the Land with legally valid documents and is lawful owner of the land.
- C. the said land is earmarked for the purpose of plotted development of a Residential Project/Commercial/Group Housing Plots, comprising.....plots and the said project shall be known as **"RAM NAGAR SPECIAL"** ("Project")
- D. the Development Authority is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Development Authority regarding the said land on which Project is to be constructed have been completed.
- E. The Development Authority Committee has granted the commencement certificate to develop the Project vide its approval number.....Dated.....;
- F. the Land is free from all encumbrances.
- G. the Development Authority has conceived, planned and is in the process of constructing and developing a real estate project known as **"RAM NAGAR SPECIAL"** (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots 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 21390.00 square meters situated at Block-A Khasra No. 437, 485, 649/1936, 483, 484 & Block-B Khasra No. 439/521, 439, 480, 481, 329, 479 Of Village- Ram Nagar & Nanta Tehsil-Ladpura District-Kota Rajasthan and latitude & longitude of the end points of the Project arerespectively. 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 Authority and Project are also available in the website (www...) of the Authority.
- I. the layout plan/ site plan of the Project has been sanctioned vide

कुशल कुमार कोटारी
सचिव
नगर प्राधिकरण, कोटा

No.....Date 23.08.2024 in Development Authority Committee Meeting, KDA KOTA(competent authority), and copy of which is enclosed as Schedule-2.

J. The Development Authority 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 salient features of the proposed Project including access to the project, design for electric supply including street lighting, and other internal development works proposed to be provided in the Project are as under:- As per Schedule-4

L. The details of other external development works to be taken for the Project areas under:-As per Schedule-4

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

.....
.....
.....
.....

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

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

O. temporary fire NOC for the Project has been accorded by the..... vide No..... dated.....NOT APPLICABLE

P. the Airport Authority of India has also granted NOC for height clearance for the Project vide No.....date.....NOT APPLICABLE

Q. Environmental Clearance from the department concerned has been obtained or the Project. NOT APPLICABLE

R. Public Health & Engineering Department has also given NOC for developing the Project. NOT APPLICABLE

S. the Authority has opened a separate account in Branch Bank of India..... for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4

Account Name	Account No.	IFSC Code
--------------	-------------	-----------

कुशल कुमार कोठारी
सचिव
विकास प्राधिकरण, कोटा

Kota Development Authority Ramnagar Special Collection A/c	662122410000003	BKID0006621
Kota Development Authority Ramnagar Special Retention A/c	662122410000004	BKID0006621

T. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Development Authority and/or on visiting the model of the Plot, has applied for allotment vide lottery/auction and to purchase/take on lease a Plot (hereinafter referred to as the 'Unit') in the Project .The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/amount including application fee (not being more than 10% of the cost of the 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.

U. The Allottee has been allotted a plot in the Project vide Lottery/Auction No..... dated.....and has been allotted plot no.....having area ofsquare meters(hereinafter referred to as the "Plot" more particularly described in Schedule-3.

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 Development Authority hereby agrees to lease and the Allottee hereby agrees to purchase/take on lease the Plot and as specified in para U.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTU

ALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

कुसल कुमारी
सचिव
कोटा विकास प्राधिकरण, कोटा

1. **TERMS:**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Development Authority hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot as specified in para 'W'
- 1.2 The Total Price for the Plot based on the area is Rs.
.....(in words Rupees.....only)("Total Price")
(Give break-up and description):

And (if/as applicable)

Plot No.....	Rate of Plot per square feet*
Type.....	
Location.....	
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 Plots mentioned in Para 'W'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the 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;

- (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 manners 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/notification together with dates from which such taxes/levies etc. have been imposed or become effective;

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

(iv) The Total Price of Plot includes price of land, construction of, not only the Plot but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project.

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

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

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/booking amount from the Allottee(s) as 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 Allottee(s) agrees and undertake to pay the balance amount of Rs. of the total price strictly in accordance with the payment plan given below:-

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of 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

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

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

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

- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If 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 Not Applicable.
- 1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Plot;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over 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 Plot includes recovery of price of land, construction of, not only the but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity in the common areas, maintenance charges as per Term No. 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.

कुशले कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Plot along with garage/covered parkings shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay —
all outgoings/dues before transferring the physical possession of the Plot 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 Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manners 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 Development Authority abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Development Authority, 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 ofpayable at.....

3- COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulations made thereunder

कुशल कुमार कोटासी
सचिव
निकास प्राधिकरण, कोटा

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 Development Authority with such permission, approval which would enable the Development Authority to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

- 3.2 The Development Authority accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Development Authority 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 Development Authority's immediately and comply with necessary formalities if any, under the applicable laws. The Development Authority 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 Plot apply for herein in any way and the Development Authority shall be issuing the payment receipts in favor of the Allottee only.

4- ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5- TIME IS ESSENCE:

The Development Authority 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 Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case maybe.

6- CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Development Authority. The Development Authority 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 Development Authority 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 Development Authority shall constitute a material breach of this Agreement.

7- POSSESSION OF THE PLOT:

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

- 7.1 **Schedule for possession of the said Plot** – The Development Authority agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Development Authority assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 22-08-2027 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 Development Authority shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Development Authority to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Development Authority shall refund to the Allottee(s) the entire amount received by the Development Authority from the Allottee with interest within forty-five days from that date. The Development Authority 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 Development Authority and the Development Authority 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 Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of Plot**- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4 **Possession of the Allottee**- After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

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

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

8- REPRESENTATIONS AND WARRANTIES OF THE DEVELOPMENT AUTHORITY:

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

- (i) The Development Authority 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 Development Authority has lawful rights and requisite approvals from the competent authorities to carry out development of the Project; There are no encumbrances upon the said Land or the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land at the date of Allotment.
- (iv) 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 Authority 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;
- (v) The Development Authority 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;
- (vi) The Development Authority has not entered into any agreement for sale and/or development

कुशल कुमार कांति
सचिव
नगर विकास प्राधिकरण, कोटा

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.

- (vii) The Development Authority confirms that the Development Authority is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Development Authority shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).
- (ix) The Development Authority 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;
- (x) 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 Development Authority 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 Development Authority shall be considered under a condition of default, in the following events, namely:-

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

- (i) Stop making further payments to the Development Authority as demanded by the Development Authority. If the Allottee(s) stops making payments, the Development Authority shall correct the situation by completing the 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 Development Authority shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase/taking on the lease of the Plot, along with interest within forty-five days of receiving the termination notice:

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

13- GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot, which may be in violation of any laws or rules of any authority.

14- COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

15- DEVELOPMENT AUTHORITY SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Development Authority executes this Agreement he shall not mortgage or create a charge on the said Plot 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 or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.

16- BINDING EFFECT:

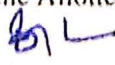
Forwarding this Agreement to the Allottee(s) by the Development Authority does not create a binding obligation on the part of the Development Authority or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated 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 Development Authority. If the Allottee(s) fails to execute and deliver to the Development Authority 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 Development Authority, then the Development Authority 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.

17- 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 Plot, as the case may be.

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 Plot 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 or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.


कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project".

**19- PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/
SUBSEQUENTALLOTTEES:**

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

20- WAIVER NOT A LIMITATION TO ENFORCE:

20.1 The Development Authority 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 Development Authority in the case of one allottee shall not be construed to be a precedent and /or binding on the Authority to exercise such discretion in the case of otherallottees.

20.2 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.

21- 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.

**22- 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 Plot bears to the total carpet area of all the Plots in the Project.

23- 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

कुशल कुमार चौधरी
सचिव
कोटा विकास प्राधिकरण, कोटा

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.

24- PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Development Authority through its authorized signatory at the Development Authority's Office, or at some other place, which may be mutually agreed between the Development Authority and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Development Authority or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at ----- (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at --.

25- NOTICES:

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

KOTA DEVELOPMENT AUTHORITY	Allottee(s) name
CAD CIRCLE, KOTA, RAJASTHAN-324009	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 Development Authority or the Allottee(s), as the case may be.

26- JOINT ALLOTTEE:

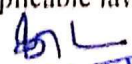
That in case there are Joint Allottees all communications shall be sent by the Development Authority to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

27- SAVINGS:

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

28- 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.


कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

29- DISPUTE RESOLUTION:

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

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

30- OTHER TERMS AND CONDITIONS :

1. The plot is allotted on Lease hold basis for a period of 99 years.
2. (a) Lessee/purchaser is required to deposit Rs.....(in words.....) as Urban assessment amount with Development Authority or any other place as specified by State Government from time to time, in respect of the said plot on the 31st march every year. If the amount for urban settlement is not deposited on the due date, interest has to be served according to the rules.

(b) As per the instructions issued by State Government from time-to-time, the amount for urban assessment can be deposited in lump sum. If the amount for urban assessment for full yearly assessment 8 years is deposited one time in advance at the rate of.....per square metre per year, the liability of urban settlement will cease to exist in future. It has to be sure on that there should not be any outstanding amount towards urban assessment against allottee on the date on which such one-time amount is deposited.

(c) The prescribed amount for urban assessment is subject to an increase of 25% after completion of every 15 years and in case of every transfer. The duration of 15 years will be counted from the date of issue of possession certificate.
3. The use of plot will not be permitted other than the specified purpose.
4. In case of sale of plot by allottee the buyer will be eligible for name transfer as per the Rajasthan Improvement Development Authority (Disposal of Urban Land) Rules 1974.
5. Construction is to be done within 5 year from the date of allotment/in case of Auction Construction Period in 3 years on the sold/leased on plot in accordance to prevailing

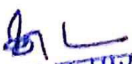
कुशल कुमार
सचिव
निकास प्राधिकरण, कोट

State Government directions and as per Rajasthan Improvement Development Authority (Disposal of Urban Land) Rules 1974. In case construction is not done.....construction roundly will be payable as per rules, and as per the instructions of State Government issued time to time. If construction is not done within 5 years, the allotment of the plot will be cancelled. Thereafter, the plot will be the property of Development Authority.

6. Lessee/purchaser will not divide/reorganize the plot without the consent of Development Authority.
7. Lessee/purchaser will follow the conditions of allotment letter and lease deed. If Any condition is violated then the plot and building on the said plot if any, will be Acquired without any compensation and allottee/buyer will not be entitled for Allotment of any plot in future.
8. Lessee/purchaser will not use the said plot or will not give permission to any Other person to use the said plot or building on said plot or both for the purpose Which are in consistence to the conditions or without the written permission of Development Authority Lessee/purchaser will follow the conditions of lease deed and conditions of The Rajasthan Improvement Development Authority (Disposal of Urban Land) Rules, 1974. If any Condition is violated, then the said plot and building of said plot if any will be Acquired without any compensation. New purchaser will also be bound to follow the entire set of conditions.
9. There is no cases pending in any court in respect of this project. In case of Any litigation arises incourt, .Development Authority will not been Liable for it and action will be taken as per the direction of the court.
10. In future, if there is any dispute in relation to the area of the plot then the Development Authority will allot a plot of same size in the same project of elsewhere. Otherwise the amount paid by the allottee will be refunded to them without Interest.
11. Possession of the plot will be given just after the payment is being made in respect of the plot and after Lease deed is executed. Therefore complete payment should be made in accordance with the terms and conditions set out in the Allotment Letter.
12. The Development Authority and the allottee agree to the terms and conditions set out in Application Form, Auction Letter, Allotment Letter, Lease Deed and Possession Letter.

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


कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा

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 Development Authority in the presence of witnesses at Kota on

DEVELOPMENT AUTHORITY
For and on behalf of KOTA DEVELOPMENT AUTHORITY
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

(Details of land holdings of the Development Authority and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in sq. meters)
Ram Nagar & Nanta Tehsil- Ladpura District-Kota	Block-A Khasra No. 437, 485, 649/1936, 483, 484 & Block-B Khasra No. 439/521,	

कुशल कुमार कोठारी
सचिव
नगर विकास प्राधिकरण, कोटा

	439, 480, 481, 129, 479	
	Total Area	21398.60 Sq. Mtrs

or

Name of Scheme/Colony and City	Plot No.	Area (in meters)

- 2- The piece and parcel of the plot of land in site is bounded on the:- In
 North.....
 In South.....
 In East.....
 In West
- And measuring
 North to South
 East to West

3. Latitude/ Longitude of the end points of the Project
 In North.....
 In South.....
 In East.....
 In West

4. Other details of the location of the Project 5-
 Location Map

SCHEDULE-2

(Lay-out Plan of the Project)

K. L.
 कुशल कुमार काजरी
 सचिव
 कोटा विकास प्राधिकरण, कोटा

SCHEDULE-3
(Description of Plot)

SCHEDULE-4
(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Development Authority at time of booking of Units in the Project)

SCHEDULE-5
(Specifications, facilities, amenities, which are part of the Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Development Authority at time of booking of Units in the Project)

SCHEDULE-6
(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Development Authority at time of booking of Units in the Project)

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

कुशल कुमार कोठारी
सचिव
कोटा विकास प्राधिकरण, कोटा