

नॉन-ज्युडिशियल

Date : 21.08.2017

Affidavit Regarding Form G of Rajasthan Real Estate (Regulatory & Development) Act, 2017

I, Dungar Singh Kothari S/o Shri Bhanwar Lal Ji Kothari aged 47 resident of 44, Tirupati Vihar, Pula, Udaipur - 313001 duly authorized by the Board of Directors of Archi Buildmart Pvt Ltd, do hereby solemnly affirm and declare as under:-

- That we have applied for registration of our project "Archi Paradise - D Block" at Roopnagar, Opp. Hotel Ambience, Shobhagpura, Udaipur (Raj.)-313001 under Real Estate Regulatory & Development Act, 2016 read with the Rajasthan Real Estate (Regulatory & Development) Act, 2017. The draft agreement for sale of our firm will be in accordance with the Form-G of the Rajasthan Real Estate (Regulatory & Development) Act, 2017.



- That the draft agreement for sale contain all the terms and conditions of model agreement of Real Estate Regulatory & Development Act, 2016 and Rajasthan Real Estate Regulatory & Development Act, 2017.
- That the draft agreement for sale is not in derogation of or inconsistent with Real Estate Regulatory & Development Act, 2016. Any contravention of the provisions of the act and rules regarding agreement for sale will be responsibility of our firm.

ARCHI BUILDMART PVT. LTD.
Deponent
[Signature]
DIRECTOR

Verification:-

Verified that the above contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Verified at Udaipur on 21.08.2017
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ARCHI BUILDMART PVT. LTD.
[Signature]
DIRECTOR

Solemnly affirmed before me admitted
contents to be true & correct.

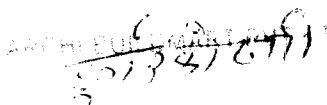
[Signature]
SANGEETA SHARMA
NOTARY, UDAIPUR (RAJ.)
21/8/17

ALLOTMENT LETTER

Date :

To,
Shri/Smt. _____ S/o,W/o _____
_____. We are pleased to inform you that you have been allotted
Flat No. _____ in Block No. _____ on _____ Floor in our Project named
"Archi Paradise" situated at Roopnagar, 100ft Road, Opp Hotel Ambience, Near
Shobhagpura Circle comprising ~~super~~ built up area of _____ sq. ft.
(approx.) as per your request (considering all the terms and conditions of application
are acceptable to you) and choice on first come and serve basis with part consideration
amount of _____ (_____
_____ only) vide Cheque/D.D.
No. _____ dated _____ drawn on
_____ Bank excluding car
parking charges, club housing amenities charges, Service Tax/Sales tax and Society
charges.

Yours Sincerely,
For Archi Buildmart Pvt. Ltd.


(Authorized Signatory)

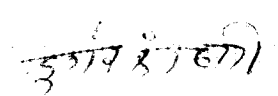
**TERMS AND CONDITIONS
FOR ALLOTMENT OF RESIDENTIAL FLAT IN "ARCHI PARADISE"**

1. This application for allotment and sale of a Unit [hereinafter referred to as "the Flat"] shall be deemed to have been filed by the Intending after satisfying himself about the interest and rights of the Company in the land on which the said Residential Complex is being developed and understanding all limitations and obligations in respect thereof, and hereafter no complaint/objection on this account shall be entertained.
2. The allotment of the Flat is entirely at the discretion of the Company and the Company has a right to reject any offer without assigning any reason thereof.
3. That the company reserves the right to make suitable and necessary alterations in the layout plan of the Project, if and when found necessary. In case such changes result in increase / decrease in area of the Property, supplementary agreement, if necessary, will be executed.
4. That building plans and layout are subject to changes and approval of Municipal Corporation and other authorities. The company reserves its right to make additions or amendments as may be necessitated from time to time.
5. That the intending applicant shall not be entitled to get the name of his/her nominee substituted in his/her place without the prior approval of the Company, which may in its sole discretion, permit the same on such terms as it may deem fit.
6. That the intending applicant agrees that he/she shall pay the price of the apartment on the basis of the super built up area i.e. covered area inclusive of proportionate share of common areas and all other charges as and when demanded.
7. The Payment shall be accepted only through A/c Payee Cheque/ Bank Draft. All Cheques/ Bank Draft to be made in favour of **M/s Archi Buildmart Pvt. Ltd.** The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Seller.
8. That the timely and regular payment of installment is the essence of this contract. It shall be incumbent on the intending applicant to comply with the terms of payment and other terms and conditions of sale, failing which the Company reserves its right to cancel the allotment.
9. The Company shall endeavor to give possession of the Residential Apartment to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession.
10. The possession of the Property will be handed over to the Applicant(s) on completion of the development of the Project subject to receipt of full and final payment of all moneys payable by the Applicant(s) including all taxes, levies, charges, lease money etc. as per these terms & conditions and under the Agreement. The sale deed shall be executed and registered in favour of the Applicant(s) at the time of giving the possession.
11. That the applicant shall use the premises for residential purposes only. The applicant shall not use premises for either commercial or any other purpose.

I have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date

Place


 Signature of Applicant

Form-G

AGREEMENT FOR SALE

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

Affix colour
photograph of
authorized
signatory of Seller
No.1 with signature
across the
photograph

Affix colour
photograph of
authorized
signatory of Seller
No. 4 with
signature across
the photograph

THIS AGREEMENT FOR SALE ("Agreement") is executed at _____ on this
____ day of _____ Two thousand and _____.

BY AND BETWEEN

Shri Mukesh Jain (Aadhar No. _____) S/o Shri Dharm Chand Ji Jain,
aged _____ years R/o _____ (PAN _____)
[Hereinafter referred to as the "**Land Owner No. 1**", which expression shall unless the context
otherwise requires mean and include his successor(s), administrator(s), executor(s), legal heir(s)
and permitted assign(s)]

Shri Mukesh Jain HUF (Aadhar No. _____) Karta Shri Mukesh Jain S/o
Shri Dharm Chand Ji Jain, _____ aged _____ years R/o _____
(PAN _____) [Hereinafter referred to as the
"**Land Owner No. 2**", which expression shall unless the context otherwise requires mean and
include his successor(s), administrator(s), executor(s), legal heir(s) and permitted assign(s)]

Shri Dilip Jain (Aadhar No. _____) S/o Shri Sundar Lal Ji
Jain _____ aged _____ years R/o _____ (PAN _____)
_____ [Hereinafter referred to as the "**Land Owner No. 3**", which expression shall

30/3/2021

unless the context otherwise requires mean and include his successor(s), administrator(s), executor(s), legal heir(s) and permitted assign(s)]

Shri Shailesh Nagda (Aadhar No. _____) S/o Shri Govind Narayan Ji Nagda _____ aged _____ years R/o _____ (PAN _____) [Hereinafter referred to as the "**Land Owner No. 4**", which expression shall unless the context otherwise requires, mean and include his successor(s), administrator(s), executor(s), legal heir(s) and permitted assign(s)]

The Land Owner No.1, Land Owner No.2, Land Owner No.3 & Land Owner No.4 shall hereinafter collectively be referred to as "**the Land Owners**" or "**Seller No.1**".

Archi Buildmart Pvt. Ltd. (CIN No.U45201RJ2013PTC044370), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Ground floor, Archi Arihant Building, 100 ft Road Towards DPS, Near Shobhagpura Circle, Udaipur (Raj.) and its PAN No. is AAMCA1805G represented by its authorised signatory Mr. Dungar Singh Kothari (Aadhar No. _____) respectively, duly authorized vide board resolution dated _____ [hereinafter referred to as "**Developer**" or "**Seller No. 2**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and permitted assignee(s)].

The Land Owners and the Developer are collectively referred to as the "**Sellers**" under this Agreement.

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____), Son/Daughter/Wife of Mr. _____, R/o _____ (PAN _____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife of Mr. _____ (Aadhar No. _____), R/o _____ (PAN _____) ; hereinafter singly/jointly 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), administrator(s), executor(s) & permitted assignees).

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

INTERPRETATIONS/DEFINITIONS

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

5/11/2017

- a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.
- b) **"APPLICABLE LAWS"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
- c) **"APARTMENT"** shall mean a residential/commercial unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential/commercial purpose, as the case may be, in accordance with Applicable Laws.
- d) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
- e) **"APPROVED PLANS"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Developer and/or architect(s) in accordance with Applicable Laws.
- f) **"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. Explanation. For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- g) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include Project Land (as defined herein), area occupied by the building and such common areas, facilities and spaces meant for common use of the occupants of the Project and equipments provided AND/OR reserved for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the

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Schedule- E attached hereto except as specifically excluded as per the terms of the Agreement.

- h) **"CONVEYANCE DEED"** (i) in respect of the Unit, shall mean written instrument executed between the Sellers and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Sellers subject to and in accordance with the terms of this Agreement; (ii) in respect of the Common Areas and Common Facilities of the Project, shall mean written instrument executed between the Sellers and the Resident's Association through which the ownership of the Common Areas and Common Facilities of the Project is transferred in favour of Resident's Association by the Sellers subject to and in accordance with the terms of this Agreement.
- i) **"EARNEST AMOUNT"** shall mean 10% of the Basic Sale Consideration of Unit.
- j) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- k) **"RESIDENT'S ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, by whatever named called, of the allottees of Apartments in the Project, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.
- l) **"PARA"** means Para of this Agreement;
- m) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- n) **"PROJECT"** shall mean the commercial cum residential project comprising of multistoried building having Double Basement, +Ground Floor+ Twelvelfloors, Common Area and Facilities of the Project, being constructed and developed upon Project Land, as per Approved Plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws and know as **"ARCHI THE DIVINE"**.
- o) **"REGULATION"** means regulations made under the Act;
- p) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- q) **"SCHEDULE"** means the Schedule attached to this Agreement;
- r) **"SECTION"** means the section of the Act.

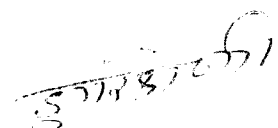
s) **"PROJECT LAND"** shall have meaning ascribed in Recital A;

t) **"UNIT"** shall have the meaning ascribed in Recital X.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE SELLERS DECLARES THAT:

- A. That the plot no. 4 admeasuring around 12546 sq. ft. situated at Khasra No. 3823/1, 3824, 3825, 3826/1, 3826, 3827/1, 3827, 3828/2, 3828/3, 3828/4 Rajasva Village Roopnagar(Bhuwana) Udaipur was transferred by Khatedar Shri Kesulal S/o Shri Naru Bhil and Shri Gopilal S/o Shri Keshu Lal Bhil R/o Bhuwana, Udaipur through provisional Bhu-Allotment Letter/Possession Letter (Prapatra-D) adhisuchana number F3(77)UDD/3/2010 in compliance of terms of point number 12 under Nominee in favour of Shri Mukesh Jain S/o Shri Dharm Chand Ji Jain, Shri Mukesh Jain HUF Karta Shri Mukesh Jain S/o Shri Dharm Chand Ji Jain, Shri Dilip Jain S/o Shri Sundar Lal Ji Jain and Shri Shailesh Nagda S/o Shri Govind Narayan Ji Nagda which was allotted by UIT, Udaipur vide allotment letter no. F-11(41-44) registered at number 111/Roopnagar/Plot No. 4/2014/545 dated 28.11.2013 having patta number 476 dated 05.12.2013 which was duly registered at Sub-Registrar, Udaipur.
- B. Accordingly, the Land Owners became the absolute owner of the Project Land and has legal title to the Project Land with legally valid documents. Further, the Land Owners are in the lawful possession of the Project Land and the Project Land is free from all encumbrances.
- C. The Land Owners being the absolute owners of the Project Land entered into development agreement dated 15.07.2015 with the Developer, which was duly registered on 17.08.2015 in the office of Sub-Registrar- II, Udaipur in Book 1, Volume No. 790, Page No. 54, Serial No. 2015008059, and Additional Book No. 1, Volume No. 3159, Page No.42 to 59 (hereinafter referred to as **"Development Agreement"**), whereby, the Land Owners authorized the Developer to develop the Project upon the Project Land after obtaining all the permissions, approvals, NOCs, etc. as may be required under the Applicable Laws.



- D. The Project Land is earmarked for the purpose of development of a residential project comprising of a multistoried building having Basement + Stilt + 9 floors and Common Areas and Facilities of the Project to be known as "Archi Paradise".
- E. The Developer has planned and is in the process of constructing and developing Project upon the Project Land after getting necessary permissions/approvals from competent authorities. The location details of the Project being developed upon Project Land is fully described in **Schedule A**.
- F. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on dated _____ and the project registration certificate no. is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Sellers and the Project are also available on the website (www. _____) of the Authority.
- G. The following approvals and sanctions have been obtained in respect of the Project:
- (a) The layout plan/site plan of the Project was approved by UIT, Udaipur *vide* its letter no. 2014/3933 dated 28.11.2014. A copy of the same is enclosed herewith and marked as **Annexure- I**.
- (b) Approval of specifications of the Project and permission of building construction upto 90 ft height (_____ floor) under the Applicable Laws has been accorded by UIT, Udaipur *vide* letter no. 2014/3933 dated 28.11.2014.
- (c) Temporary fire NOC for the Project has been accorded by the _____ *vide* no. _____ dated _____.
- H. The Developer agree and undertake that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. The Developer has conceived a detailed plan of development works to be executed in Project. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- F**.

- J. The details of salient features of the Project including access to the Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule- B** attached hereto.
- K. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- K** attached hereto.
- L. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- L** attached hereto.
- M. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- J** attached hereto.
- N. The Developer has opened a separate account in _____ branch of _____ bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- O. The Sellers are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Sellers regarding the Project Land on which the Project is being developed have been completed.
- P. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the Project prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the said plans for construction of the Project and all the documents referred to in this Agreement and has also carried out physical inspection of the Project Land and the Allottee(s) stands fully satisfied with the layout of the sanctioned plans and as built drawings and the standard of material being used for construction of the Unit/Project.
- Q. The Allottee(s), being aware of the Project and details given above as well as in the advertisement about the Project, has applied for allotment and purchase of an Apartment in the Project *vide* registration/application form no. _____ dated _____ (**"Registration Form"**). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as **"Booking Amount"**) as an advance payment / booking amount including registration fee and agrees to make timely and complete payments of the balance of Total

Payable Amount (as defined in Clause 1.4 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.

R. On application, as aforesaid, the Allottee(s) has been allotted following Apartment in the Project:-

- (a) Apartment No. _____;
- (b) Floor No. _____;
- (c) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
- (d) Built Up Area _____ sq. ft.

and pro rata share in the Common Area and Common Facilities of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure- II** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "**Unit**").

S. The details of floor plan of the Unit and building is given in **Schedule- D**.

T. The Allottee(s) has represented and assured the Sellers that the information, documentations and assurances given by the Allottee(s) in and along-with the Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Registration Form and this Agreement.

U. 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.

V. 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.

W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers hereby agree to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

3/11/2017

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Sellers hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only), including consideration for exclusive balcony, if applicable (hereinafter referred to as **"Basic Sale Consideration of Unit"**).
- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as **"Additional Payments"**):
- (a) GST: Rs. _____/- (Rupees _____ only);
- (b) *Other charges*
- 1.4 The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall collectively be referred to as **"Total Payable Amount"**.
- 1.5 The Total Payable Amount above includes the Booking Amount i.e. Rs. (Rupees.....) paid by the Allottee(s) to the Developer towards the Unit. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.
- 1.6 The Total Payable Amount above includes existing taxes (comprising of taxes paid or payable by the Developer by way of GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) uptill the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities of the Project to the Resident's Association.. However, the Total Payable Amount does not include cost of providing electric connection for the Unit, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include maintenance charges, which shall be determined by the Developer and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Resident's Association. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Project Land and Project as and when demanded by the Developer.

Handwritten signature/initials

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

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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.7 The Developer shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule - G** attached hereto ("**Payment Plan**") and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).
- Provided that if there is any new imposition or increase in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.9 As mentioned above, the Developer has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Total Payable Amount of Rs. _____/- (Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the **Payment Plan.**

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any due under this Agreement.

1.10 The Developer shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – H** in respect of Unit without the previous written consent of the Allottee(s) and Developer shall not make any other additions and alterations in the Approved Plans and specifications of the building or the Common Areas and Facilities of Project as described therein at **Schedule- I** in respect of the Project without the previous written consent of 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Developer may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.
Provided that, the Developer 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 section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

1.11 The Developer shall confirm to the final Carpet Area/super built up area that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area/super built up area. The Total Payable Amount payable for the Carpet Area/super built up area shall be recalculated upon confirmation by the Developer. If there is reduction in the Carpet Area/super built up area then the Developer shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area/super built up area, allotted to the Allottee(s), the Developer may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.

1.12 Subject to clause 9, the Sellers agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

(a) The Allottee(s) shall have exclusive ownership of the Unit.

(b) 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 Sellers shall handover the Common Areas and Common Facilities of the Project to the Resident's Association in accordance with Applicable Laws.

(c) That the computation of the price of the Unit includes recovery of price of Project Land, construction of, not only the Unit but also, the Common Areas and Facilities, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as per this Agreement;
The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and the Unit with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Sellers shall not in any way be held responsible for any mishappening caused to/with Allottee(s) while visiting the Site.

1.13 The Developer shall earmark _____ parking space for the Allottee(s) in the _____ and shall also assign parking space no. _____ to the Allottee(s) at the time of execution of Conveyance Deed of Unit for proper management and utilization of parking area of the Project. It has been explained to the Allottee(s) and the Allottee(s) has agreed that the earmarking of car parking space shall be subject to the guidelines issued statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Resident's Association. The Sellers and the Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.

1.14 The Allottee(s) agrees and understands that except as expressly provided in para X herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Sellers, which they shall be free to deal with, in accordance with Applicable Laws.

1.15 The Allottee(s) hereby agrees and acknowledges that the Sellers shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

1.16 Electricity connection:- The Developer confirms that electricity supply shall be made available at the Project. The Allottee(s) shall be required to apply for an individual electrical connection from the concerned authority at his own cost.

1.17 The Developer agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoing/dues. If the Developer fail to pay all or any of the

outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Developer agree to be liable, even after the transfer of the Unit. 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.

1.18 That the Project shall always be known as "Archi Paradise D Block" and the name of the Project shall not be changed except with the prior written consent of the Sellers.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ARCHI CIVIL CONSTRUCTION PRIVATE LIMITED. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Developer. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit in any way and the Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Resident's Association. Similarly, the Allottee(s) shall abide by Payment Plan attached herewith.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

6.1 The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Developer shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by the Approved Plans 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 the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove.

7. CONVEYANCE AND POSSESSION OF SAID UNIT

7.1 Schedule for possession of the Unit

The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Project to the Resident's Association, is the essence of the Agreement. The Developer assure to handover possession of the Unit along with ready and complete Common Areas and Common Facilities with all specifications, amenities and facilities of the Project in place on or before 31.03.2021, 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 Project ("**Force Majeure**"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit and the Developer shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, 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 Developer to implement the Project due to Force Majeure conditions, which shall be assessed by the Developer (and such assessment shall be final and binding on the Allottee(s)), the Developer shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for execution of Conveyance Deed of the Unit and taking possession

The Developer, upon completion of the Project, shall *vide* offer letter ("**Offer Letter**") (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Developer as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit. The Developer shall, subject to receipt of Total Payable Amount in respect of the Unit as per Payment Plan and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas and also handover possession of the Unit. The Sellers agree and undertake to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Sellers which the Sellers are liable to comply/carry out as per the Applicable Laws, provided, such failure is not on account of reasons beyond the controls of Sellers and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Developer or Resident's Association, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Sellers shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such

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event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Sellers shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

7.3 Handing Over of Common Areas and Documents

It shall be the responsibility of the Sellers to handover the necessary documents and plan, including Common Areas to the Resident's Association in accordance with the Act.

7.4 Cancellation by Allottee(s)

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 Sellers, the Developer shall be entitled to forfeit the Earnest Amount, all taxes, duties, cess, etc. deposited by the Sellers to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Developer to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

7.5 Compensation

The Land Owners shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project 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 clause shall not be barred by limitation provided under any law for the time being in force.

7.6 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the super built up area of Unit to the super built up area of all of the apartments in the Project. If the Developer have to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Developer within 15 days from the date of notice in this regard from the Developer failing which the Developer shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Developer paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Developer.

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8. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

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

- (a) The Land Owners has absolute, clear and marketable title with respect to the Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project.
- (b) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (c) There are no encumbrances upon the Project Land or the Project.
- (d) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Unit.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Sellers have been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (f) The Sellers have 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.
- (g) The Sellers have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement other than which has been provided in this Agreement with any person or party with respect to the Project Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (h) The Sellers confirms that the Sellers are not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (i) At the time of registration of the Conveyance Deed of the Unit the Sellers shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities to the Resident's Association.

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- (j) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (k) The Developer have 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 Project (except the taxes mentioned in Clause 7.6 which shall be paid according to the said Clause) to the competent authorities till possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Resident's Association, respectively.
- (l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Sellers in respect of the Project Land and/or the Project.
- (m) The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and the Developer shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (a) The Developer fail to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fail to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit 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;
- (b) Discontinuance of the Developer'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 Sellers under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (a) Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or
- (b) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) 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 Developer, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee(s) within forty-five (45) days of it becoming due.

9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (a) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard, the Allottee(s);
- (b) delay/default by Allottee(s) under Clause 9.3 (a) above continues for a period beyond 6 months after demand notice from the Developer in this regard;
- (c) after the issuance of Offer Letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (d) after the issuance of Offer Letter as per Clause 7.2, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Developer under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (e) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (f) violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Sellers's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (a) Upon occurrence of event of default mentioned in Clause 9.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for

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the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Developer and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer ;

- (b) Upon occurrence of event of default mentioned in Clause 9.3(b) the Sellers may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (c) Upon occurrence of event of default mentioned in Clause 9.3(c),(d),(e),(f) the Sellers shall have the option to terminate this Agreement as mentioned in Clause 9.4(b); Further in case of event of default under Clause 9.3(c), till the time Sellers exercise the option to terminate this Agreement, Developer shall be entitled to (1) recover interest as per Clause 9.4 (a); and (2) recover maintenance charges from the date of issuance of Offer Letter; (3) recover holding/ safeguarding charges @MCLR + 2%; and (4) taxes mentioned in Clause 7.6; and (5) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(c) and Allottee(s) hereby authorizes the Sellers for the same.
- (d) The rights and remedies of the Sellers under this Clause shall be in addition to other rights and remedies available to the Sellers under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Sellers of its right of charging such interest or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Sellers as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Sellers shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Developer shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Sellers to the concerned department/authority in respect of the Unit;
- (iii) The interest paid/payable by the Allottee(s) to the Sellers as per Clause 9.4(a) and/or 9.4 (c), if applicable;

9.6 Without prejudice to the rights of the Sellers under this Agreement, the Sellers shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under

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the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. MAINTENANCE OF THE PROJECT

10.1 That until the handover of the Common Areas and Facilities of the Project to the Resident's Association in accordance with the Act, the Developer shall maintain the Common Areas and Facilities of the Project at actual cost plus 10%.

10.2 That the Developer shall enable the formation of a Resident's Association of allottees in the Project as per Applicable Laws with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of the Project as described in **Schedule - E** hereunder and/or with such other object or purpose and in such manner and to such extent as the Developer and or Resident's Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the apartments shall become the members of the Resident's Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Resident's Association. Until the formation of the Resident's Association under the Applicable Laws, the Developer itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Resident's Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Sellers shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Resident's Association under the Applicable Laws to the Resident's Association, and the Resident's Association will take care of the Common Areas and Facilities in the building/Project.

10.3 The Developer shall transfer the IFMD to the Resident's Association without any interest at the time of takeover of Common Areas and Facilities of the Project to the Resident's Association.

10.4 That as and when the Common Areas and Facilities of the Project shall be handed over to the Resident's Association, the Resident's Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities of the Project, fittings, fixtures from the date of handing over of any such possession to the Resident's Association.

10.5 The Allottee(s) 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 handover of Common Areas and Facilities of the Project to Resident's Association as per the Act, it shall be the sole

responsibility of the Resident's Association, to run and maintain the Common Areas and Facilities of the Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Resident's Association, from time to time & regularly.

10.6 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession.

10.7 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Resident's Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Resident's Association from time to time.

10.8 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Resident's Association and any decisions taken by the Resident's Association as per it Bye -Laws.

11. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within thirty (30) days, and in the event of Developer'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. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

12.1 The Allottee(s) shall, without prejudice to any other rights of the Sellers, agrees to indemnify and keep fully indemnified, hold harmless and defend the Sellers, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Sellers or which the Sellers may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or

breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Sellers and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Sellers within the time prescribed in Clause 20 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/or (vii) termination of this Agreement by the Sellers due to any default/delay on the part of the Allottee(s).

12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

12.3 The indemnification rights of the Sellers under this Clause shall be in addition to any other rights and remedies available to the Sellers under Applicable Laws, equity and this Agreement.

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Sellers may have, the Sellers shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Sellers may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Developer / Resident's Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer / Resident's Association to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement(s) and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Approved 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 Resident's Association for rendering maintenance services.

16. GENRAL COMPLIANCE WITH RESPECT TO THE UNIT

- 16.1 Subject to clause 8 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, 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 Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and 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.
- 16.2 The Allottee(s) further undertakes, assures and guarantees 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, or Common Areas. The Allottee(s) shall 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 16.3 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Developer/ Resident's Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Developer or Resident's Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 16.4 The Allottee(s) recognizes that the Unit is being serviced by the Resident's Association and that any external agency would be detrimental to the interest of the Unit's/ Project's maintenance and upkeep. However, the Resident's Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.

- 16.5 The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Resident's Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 16.6 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- 16.7 It is in the interest of the Allottee(s), to help the Resident's Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Resident's Association would be free to restrict and regulate the entry of visitors into the Project.
- 16.8 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- 16.9 Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Project Land and the building in which the Unit is situated.
- 16.10 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Project or lead to increase in insurance premium payable in respect of the insurance of the said Project and/or the Unit.
- 16.11 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 16.12 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer and thereafter the Resident's Association and/or maintenance agency appointed by the Resident's Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.13 Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Developer /Resident's Association and the Developer /Resident's Association may permit the same subject to appropriate conditions.

16.14 In the event Allottee(s) of Allottee(s) allowing the use of Unit, under any arrangement, by a third party, the indenture(s) so to be executed between the Allottee(s) and such third party shall first require the approval in writing of the Developer to primarily ensure compliance with all the stipulations as recorded in lease deed ad prevent any breach of the same, and other terms of this Agreement.

16.15 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/ Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

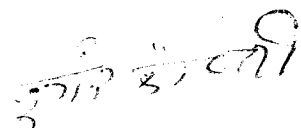
18. ADDITIONAL CONSTRUCTIONS

The Sellers undertake 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.

19. SELLERS SHALL NOT MORTGAGE OR CREATE A CHARGE

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Sellers raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allotte(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Developer shall provide NOCs etc. as may be required by the Allottee(s).

20. BINDING EFFECT



Forwarding this Agreement to the Allottee(s) by the Sellers does not create a binding obligation on the part of the Sellers 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 (30) 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 Sellers. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer 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(s) 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Developer in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

21. ENTIRE AGREEMENT

The Registration Form (defined hereinabove), Allotment Letter and this Agreement along with its preamble, recitals and all its annexures/schedules, governs the rights and obligations between the Parties for the transfer of rights, title and interests in respect to the Unit in favour of the Allottee(s). The Application Form, Allotment Letter and this Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement and the Application Form, any changes or additional provisions must be set forth in writing, in a separate Agreement duly signed and executed by and between the Parties.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses

and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

24. BROKERAGE

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s), the Sellers shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the Unit.

25. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Developer shall be solely entitled to refund of all amounts paid by the Sellers to various authorities in respect of the Project.

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Sellers may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Sellers in the case of one allottee shall not be construed to be a precedent and /or binding on the Sellers to exercise such discretion in the case of other allottees.

26.2 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. Accordingly, any waiver by any party shall be in writing.

27. 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 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.

28. 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 super built up area of the Unit bears to the total super built up area of all the apartments in the Project, as the case may be.

29. 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Sellers through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s), in ----- after the Agreement is duly executed by the Allottee(s) and the Sellers or simultaneously with the execution this 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 -----.

31. NOTICES

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post, speed post A.D. to the party at their respective addresses specified below :-

Archi Buildmart Pvt. Ltd	Allottee(s)

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/ speed post failing which all

5/13/21/CTH

communications and letters posted at the above address shall be deemed to have been received by the Developer 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 Developer 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(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the Allottee(s) or the Sellers under this Agreement, under the Act, rules or 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 laws of India for the time being in force.

35. DISPUTES

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

35.2 In case of non-compliance of any obligation cast upon the Sellers or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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
.....

30/03/2021

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Sellers in the presence of witnesses at
..... on

LAND OWNER NO. 1
Name : MUKESH JAIN
Signature
Designation :
LAND OWNER NO. 2
Name : MUKESH JAIN HUF
Signature
Designation
LAND OWNER NO. 3
Name : DILIP JAIN
Signature
Designation
LAND OWNER NO. 4
Name : SHAILESH NAGDA
Signature
Designation
DEVELOPER
For and on behalf of Archi Buildmart Pvt. Ltd
Name
Signature
Designation

12/12/2021

WITNESSES	
1- Signature	
Name	
Address	
2- Signature	
Name	
Address	

SCHEDULE-A
(Description of Project Land)

Name of Revenue village and Tehsil	Plot No.	Area (in meters)
Roopnagar	4	1165.56 sq. mtrs
	Total Area sq. mtrs	1165.56

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

In North: 60 Ft Road

In South: 30 Ft Road

In East: reserved land

In West: 40 Ft Road

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-B
(Details of salient features of Project)

Handwritten signature/initials

SCHEDULE- C
(Description of the Unit)

- (a) Apartment No. _____;
(b) Floor No. _____;
(c) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
(d) Super Built Up Area _____ sq.ft.

SCHEDULE-D
(Floor Plan of the Unit and building in the Project)

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

SCHEDULE- F
(Detailed Plan of Development Works to be undertaken)

SCHEDULE- G
(Payment Details)

Stage of development works and completion of Unit	Percentage of the Total Payable Amount	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

SCHEDULE- H

(Specifications, facilities, amenities which are part of the Unit)

SCHEDULE-I

(Specifications, facilities, amenities, internal/external development works etc which are part of the Project)

SCHEDULE- J

Stage Wise Time Schedule of Completion of Project

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the building in the Project		
2.	Completion of development works (internal/external development works). Completion of internal works of the building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash		

Handwritten signature/initials

3.	Provision of civic infrastructure like water, electricity, sanitation Finishing		

SCHEDULE- K

(Details of other external development work for the Project)

SCHEDULE-L

(Details of specification of material used in construction)

Annexure- I

(Site Plan of the Project)

Annexure-II

(Layout plan of Unit)

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