

राजस्थान RAJASTHAN Declaration Regarding Agreement for sale INDIA 899635

I, **SUDHIR SHARMA** son of **VINOD KUMAR SHARMA** aged **43** C/o **MARKETING & OPERATION OFFICE, VATIKA INFOCTECH CITY, AJMER ROAD, THIKARIYA, JAIPUR** promoter of the proposed Project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under

1. That the Agreement for Sale/Builder buyer agreement of our Project **VATIKA INFOTECH CITY** is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That if any contradiction arises in the future **VATIKA LIMITED** The Deponent will be Responsible for it.

ATTESTED
Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

19 DEC 2018

For **VATIKA LIMITED**
For **VATIKA LIMITED**
Authorized Signatory
Authorized Signatory(S)

APPLICATION FORM CUM ALLOTMENT LETTER

To,

**SUBJECT: APPLICATION FOR BOOKING OF PLOT No. _____ IN THE
_____ AT, JAIPUR, RAJASTHAN (VATIKA INFOTECH CITY).**

Dear Sir,

I/We (also referred to as the "Applicant") wish to apply for allotment of Plot no. _____ having area of _____ sq.mtr. or _____ sq. yrd. in your aforesaid Project (hereinafter referred to as the said "Plot") as per the Payment Plan opted by me/us and details mentioned in Annexure-A.

I/We hereby confirm and declare that I/we have visited and seen the Project, the plan of said Plot to be allocated for exclusive use with the Plot and after having fully satisfied myself/ourselves in all respects, I/we have decided to purchase the said Plot on 'as is where is' basis.

I/We hereby enclose cheque no. _____ dated _____ drawn on _____ for an amount of Rs. _____/- (Rupees _____ Only) towards the booking amount payable in terms of the Payment Plan opted by me/us.

My/Our Particulars are as under:¹

1. SOLE/FIRST APPLICANT

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of Sole/
First Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

For VATIKA LIMITED

Authorised Signatory

¹ It is mandatory to fill in the requisite information in all the columns for all applicants.

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer
_____/any other Proof of residence

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____/Company Incorporation No. _____ ADHAAR
CARD NO. _____

(In case of Non-residents and FNOs, please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Permanent Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____ Address: _____

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No _____


2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

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For VATIKA LIMITED


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Self Attested
Photograph of
Second Applicant

Date of Birth/ Incorporation _____ Nationality _____

Occupation:

Service () Professional () Business ()
Student () Housewife () Any other _____

Residential Status:

Resident () Non-Resident () * Foreign National of Indian Origin () *
Others (please specify) _____

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer
_____/any other Proof of residence _____

Marital Status: Married () Unmarried ()

Permanent Account No. _____/Company Incorporation No. _____
_____/ADHAAR CARD NO. _____

(In case of Non-residents and FNI/Os, please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____
PIN _____ Email _____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Permanent Address:

City _____ State _____ Country _____
PIN _____ Email _____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____ Address: _____

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No _____

3. THIRD/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of Third
Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer
/any other Proof of residence

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____/Company Incorporation No. _____ ADHAAR
CARD NO. _____

(In case of Non-residents and FNIOs, please attach copy of passport/PIO Card)

Correspondence/Registered Address:

For VATIKA LIMITED

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Authorized Signatory

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Permanent Address:

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____ **Address:** _____

City_____ State_____ Country_____

PIN_____ Email_____

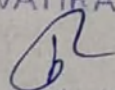
Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No _____

4. ADDRESS FOR COMMUNICATION

TERMS AND CONDITIONS

1. I/We understand and agree that this Application for booking of the Plot is subject, inter alia to the terms and obligations to be observed by me/us as set out herein, including the terms and conditions of the agreement for sale that shall in due course be executed with the Promoter and I/we further agree and undertake to abide by all these terms, conditions and obligations.
2. I/We have applied for allotment of the Plot after fully understanding all the terms and conditions of sale. I/We acknowledge and understand that M/s Vatika Limited along with its associate Khatedars are the absolute owners of land admeasuring _____ acres approximately situated at Vatika Infotech City Jaipur and have obtained License no. _____ of 20__ dated _____ from the Jaipur Development Authority for development and construction of a project name _____ thereon.
3. I/We have gone through all the approvals and sanctions obtained for the development and construction of the said Project including the Building/Lay-out Plans approval dated _____ bearing memo no. _____.



4. I/We have also gone through the draft agreement for sale available at the Project's website/ Site Office/Corporate Office of the Promoter and I/we have fully understood all the terms and conditions mentioned therein. I/We acknowledge and declare that the Promoter has readily provided me/us with all the information/clarifications as required by me/us.
5. I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Plot and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered hereunder.
6. I/We understand and acknowledge that the Area of the Plot shall mean and include the area as mentioned in the layout plans, and shall be subject to permissible change as provided under the Act, and Rules.
7. I/We understand and acknowledge that the Total Price for the said Plot shall consist of the Basic Sale Price, PLC, , cost towards pro-rata share in common areas, taxes paid or payable by the Promoter by way of G.S.T., Cess, or any other taxes, costs, fees, charges by whatever name called as may be applicable, levied, charged or to be levied or to be charged with respect to the said Project at any time up to the date of handing over possession of the Plot. In addition to the Total Price, I/we hereby agree to pay to the Promoter the Maintenance Charges for the Common Areas maintenance and Interest Free Maintenance Security Deposit (IFMSD). The stamp duty charges and registration charges as applicable and the administrative/legal charges for registration of the agreement to sell and the conveyance deed shall be paid extra.
8. I/We further understand and agree that the booking amount payable for allotment of the said Plot ("**Booking Amount**") shall be payable by me/us in instalments i.e., booking amount 1, booking amount 2 and booking amount 3,, the sum total of which shall constitute the Booking Amount for the said Plot for all intents and purposes. In case of cancellation of my/our allotment for any reason(s) whatsoever, the Promoter shall be entitled to forfeit the entire Booking Amount. I/We further understand and agree that in case I/we default in payment of any instalment towards the total Booking Amount i.e., booking amount or booking amount 2 or booking amount 3, the Promoter shall be entitled to forfeit the entire amount paid by me/us.
9. I/We undertake and confirm that I/we shall always remain responsible for making timely payments in accordance with the Payment Plan opted by me/us. I/We understand and agree that in the event I/we default in the timely payment of any amounts payable in respect of the Plot in terms of the agreement for sale, I/we shall be liable for payment of delay payment charges at prevailing State Bank of India highest Marginal Cost of Funds based Lending Rate + 2% or such other rate as may be prescribed under the applicable laws, from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of delay payment charges, in the event I/we fail to make payment towards any two consecutive instalments beyond a period of 60 (sixty) days from the due date of the last demand notice/payment request, the same shall be deemed to be a breach of the agreement for sale and the Promoter shall be entitled to call upon me/us to rectify the breach by making payment of the outstanding dues along with delay payment charges accrued thereon within a period of 30 (thirty) days. In the event I/we fail to make the payment of the outstanding dues along with delay payment charges accrued thereon within the stipulated period of 30 (thirty) days, the Promoter shall be entitled to cancel the allotment and terminate the agreement for sale in accordance therewith.
Provided that where the I propose to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the earnest money agreed as 10% of Total Sales Price, where the development of the Plotted Colony is achieved up to an extent of 50% of the construction of the block of the said Plot, or 25% of the Total Sales Price where the development of the Plotted Colony is over 50% of the construction of the block of the said Plot along with non-refundable amounts like brokerage, taxes paid/payable etc. and interest component on delayed payment (payable by the me for breach of agreement and non-payment of any due payable to the Promoter) as per prevalent GST rules etc. The rate of interest payable by me/us to the Promoter shall

be at the rate prescribed in the Rules. The balance amount of money paid by me/us shall be returned by the Promoter to me/us within 45 (forty five) days of such cancellation.

10. I/We understand and agree that in the event of reduction in the area within the defined limit, the Promoter shall refund the excess amounts paid by me/us within 45 (Forty Five) days along with interest at the rate of SBI highest Marginal Cost of Funds based Lending Rate + 2% per annum, from the date when such excess amount was paid by me/us. It is further agreed that in the event of any increase in the carpet area (as per existing laws and regulations provided by competent authorities), the Promoter shall be entitled to demand the payable amounts along with the next due instalment as per the Payment Plan. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

11. Upon completion of development work , the Promoter shall offer the possession of the Plot to me/us. Subject to force majeure and fulfilment by me/us of all the terms and conditions of the agreement for sale including but not limited to timely payment of the Total Price and other amounts payable in accordance with Payment Plan, stamp duty, registration charges and other charges due and payable by me/us and also subject to me/us having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Plot to me/us on or before _____.

12. Subject to above, in the event the Promoter fails to offer possession of the Plot to me/us within the stipulated time, I/we may either:

(a) Opt for payment of compensation from the Promoter calculated at the same rate as the delay payment charges over the amount received by the Promoter till date. The payment/ adjustment of any penalty for delayed completion shall be made only at the time of payment of the final instalment due. The penalty for delayed completion is just and equitable estimate of the damages that I/we may suffer and I/we agree that I/we shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, I/we may seek termination of the agreement to sale by written intimation to the Promoter. In such an event the Promoter shall be liable to refund to me/us the actual amounts paid by me/us along with interest at the rate of SBI highest Marginal Cost of Funds based Lending Rate + 2% (excluding any interest paid/payable by me/us on any delayed payment and paid up taxes). No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by me/us.

I/We may exercise the options contained herein within a period of 30 days from the date of expiry of the date stipulated for offering possession of the Plot failing which I/we shall deemed to have exercised the option contained at (a) above.

13. Upon completion of development work under the applicable laws, the Promoter shall issue a written notice ("**Possession Notice**") to me/us requiring me/us to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements as may be necessary and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from me/us including all dues payable under the agreement for sale or as may be payable because of any demands of any authority, permit me/us to assume possession of the Plot .

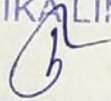
14. I/We understand and agree that the Promoter shall, through a maintenance service agency appointed by it, carry out the maintenance and upkeep of the common areas in the Project for a period as may be specified by the authority or as required under applicable laws until the responsibility for such maintenance is required to be handed over to any association of plot owners or to any authority, as the case may be. I/We shall be responsible for making the payment of the Maintenance Charges and Interest Free Maintenance Security Deposit.

15. I/We hereby confirm and agree that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems, as laid out for the said Project, as specified in the agreement, in typical working order and free from any structural or fundamental

defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under Defect Liability. I/We further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. I/We also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., up to and outside the periphery of the Project shall not be covered under Defect Liability.

16. In case the Promoter accepts my/our Application, I/we hereby undertake and agree to abide by all the terms and conditions as may be prescribed by the Promoter including payment of the sale consideration and execution of agreement for sale and other documents prescribed by the Promoter.

For VATIKALIMITED



Authorised Signatory

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Thanking you,

Yours faithfully,

Signatures of: Sole/First Applicant Second Applicant Third Applicant

Date:

Place:

Note:

- 1) All payments shall be made by demand draft / banker's cheque / cheque payable at _____ or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable.
- 2) In case any cheque comprising Booking Amount is dishonoured due to any reason, the Promoter reserves the right to cancel the booking without giving any notice to the Applicant(s).
- 3) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Promoter at its sole discretion.
- 4) Documents required at the time of booking:²
 - a. Booking Amount cheque/draft.
 - b. PAN No. & Copy of PAN Card/Undertaking.
 - c. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32.
 - d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
 - e. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - f. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
 - g. One photograph of each Applicant.
 - h. Photocopy of Aadhaar Card of each Applicant.
 - i. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/ PIO Card/OCI Card etc.
 - j. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished.

² All copies of documents wherever required, should be self-attested.

For VATIKA LIMITED
Authorized Signatory

ANNEXURE-A

DETAILS OF THE PROPERTY

- (1) Plot No. _____
(2) Area _____ sq.mtr./ sq. yrd.

PAYMENT PLAN (Attached): (Please tick appropriate)

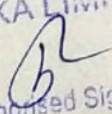
Down Payment Plan [] Time Linked Plan []

AMOUNT PAYABLE

	Particulars	Amount payable
i.	Basic Sale Price (BSP)	
ii.	Preferential Location Charges (PLC), if applicable	
iii.	Interest Free Maintenance and Security Deposit	
iv.	Taxes, as applicable	
v.	Total Sales Consideration	

Note: All other amounts towards stamp duty, registration charges as well as administrative charges, as applicable on registration of agreement for sale and conveyance deed shall be extra and payable by the Applicant(s) as and when demanded by the Promoter. Maintenance Charges, as applicable shall be paid extra.

Signatures of: Sole/First Applicant Second Applicant Third Applicant

For VATIKA LIMITED

Authorised Signatory

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)
2. Documents: Complete/Incomplete. (To be completed by _____)

3. Details of Plot proposed to be allotted:

- a. Plot No. _____
b. Floor _____
c. Tower _____
d. Type _____
e. Area _____ sq.mtr. /sq. yrd.

4. PAYMENT PLAN (Attached): (Please tick appropriate)
Down Payment Plan [] Time Linked Plan []

5. AMOUNT PAYABLE/RATE APPLICABLE

	Particulars	Amount payable
i.	Sale Price (SP)	
ii.	Preferential Location Charges (PLC), if applicable	
iii.	Taxes, as applicable	
iv.	Total Sales Consideration	

6. Allied charges as per the terms and conditions of the Application/ Agreement for Sale as applicable
7. Mode of Booking:
i) Direct _____ (Ref. if any) _____
ii) Channel Partner Name: _____

8. Application: Accepted / Rejected

(Concerned Team Member/Authorized Signatory)

** (Sales Team)

** (SALES HEAD)

**if Application is rejected, then please give brief reason and follow up action below:

For VAIKALIMATED
Authorised Signatory

FOR CRM/SALES ADMINISTRATION OFFICE USE

Check List

1. Application date _____
2. Dealing Executive(s) _____
3. Documents completion status:
 - a. Booking amount 1 cheque for Rs. _____ cleared on _____
☐ Less than prescribed amount ☐ Excess to prescribed amount
☐ Equivalent to prescribed amount

Type of Account: ☐ Domestic ☐ NRE ☐ NRO ☐ Foreign
 - b. Identity Proof : ☐
 - c. Address Proof : ☐
 - d. Photographs : ☐
 - e. Signatures : ☐
4. Payment Plan (Attached)

Down Payment Plan ☐ Time Linked Plan ☐
6. Booking:

Direct : ☐ _____
Channel : ☐ _____
Reference : ☐ _____
7. Fit for sending Allotment letter ☐ and Agreement ☐

For VATIKA LIMITED

Authorised Signatory

Payment Plan

For VATIKA LIMITED

Authorised Signatory

Agreement for Sale

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

For VATIKA
Authorised Signatory



This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two thousand andat

By and Between

M/s **VATIKA LIMITED** (CIN No. U74899HR1998PLC054821) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at Vatika Triangle, 4th Floor, Sushant Lok, Phase-I, Block-A, Mehrauli-Gurgaon Road, Gurgaon-122022 and its PAN is AABCV5647G represented by its authorised signatory Sudhir Sharma through board resolution dated 19th April 2018 ereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

[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 & permitted assignees) of the

For VATIKA LIMITED
Authorised Signatory

Act, 1932, having its principle place of business at
.....(PAN-.....) through the partner
Mr./Ms.....(Aadhar No.....) duly
authorized vide authority letter dated passed
and signed by all the partners constituting the firm, (Copy enclosed)
(hereinafter referred to as the "Allottee(s)", which expression shall,
unless repugnant to the context or meaning thereof be deemed to mean
and include their legal successor(s), administrators, executors successors
& permitted assignees including those of the respective partners) of the
OTHER PART.

OR

[if the allottee is a company]

M/s.....(CIN No.....)
a Company incorporated under the provisions of the Companies Act,
1956 / 2013 having the registered office at
.....and its PAN is..... through
Mr.(Aadhar No.....), its authorized
signatory who has been duly empowered vide Board Resolution dated
..... (hereinafter jointly and severally, as the case may be,
being the allottee(s) of the Unit hereinafter, referred to as the
"Allottee(s)", which expression shall, unless repugnant to the context or
meaning thereof be deemed to mean and include their legal successor(s),
administrators & 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 Promoter and the Allottee(s) shall hereinafter be collectively
referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ DEFINITIONS:

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

For VATIKA LIMITED

Authorised Signatory

- (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;
- (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 in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

A. The Promoter/Developer M/s Vatika Ltd. is in the process of developing the Project along with its associate Khatedars being the absolute owners of land admeasuring 59.49 acres situated at Khasra No. 77, 78, 79, 80, 81, 90, 91, 92, 93, 85, 86, 87, 94, 95, 96, 97, 98, 99, 100, 106, 119, 120, 121, 122, 20, 21, 101/1064, 103, 150/1066, 145/1065, 54, 139, 143, 144, 147, 148, 150, 151, 152, 153, 154, 155, 123, 55, 61, 145, 146, 129, 134, 135, 136, 137, 138, 88, 89, 101, 102, 104, 105, 127, 173, 174/1256 of Village Thikariya, Khasra No.395,396,586/397,397 of Village Prathivsinghpura urf Naiwala, Khasra No. 187, 188, 189, 28/2 of Village Balmukundpura urf Nada, Khasra 532, 542, 543/1, 545, 532/1166, 546, 500/1239, 548/1, 548/2, 543, 501/1286, 540, 541, 538, 544, 548, 549, 1383/534, 533 of Village Sanjhariya, Khasra No. 13, 14, 15, 16, 17, 18, 19/1 of Village Bagru Khurd, Tehsil- Sanganer, Distt.-Jaipur hereinafter referred to as the 'Said Land'.

B. The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots/shops and the said project shall be known as 'Vatika Infotech City'.

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest

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For VATIKA LIMITED

Authorised Signatory

of the Promoter regarding the said land on which Project is to be constructed have been complied with.

D. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number JDA/Zone-12/18/D-7759.dated 14/12/2018;

E. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "Vatika Infotech City" (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 240732.88 square meters situated at Village Thikariya, Bagru Khurd, Balmukundpura urf Nada, Prithivisinghpura and Sanjhariya, Tehsil Sanganer, Jaipur. The location details are fully described in the Schedule 'G'.

F. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.

G. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be, from Jaipur Development Authority, Jaipur. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable, save where such changes are necessitated/permitted by change in Govt. policy, change in law, policy decisions court orders, State action like land acquisition for public utilities etc.

H. The Promoter has opened a separate account in Branch First India Place, MG Road, Gurgaon of HDFC Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.

For VATIKA LIMITED

Authorised Signatory

- I. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the site, has applied for allotment and to purchase a plot (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the 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.
- J. the Allottee has applied for a plot in the Project vide application no. dated and has been allotted plot no./shop no. having area of square yards/Feet as permissible under the applicable law and of pro-rata share in the common areas as defined under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot"/"Shop", more particularly described in Schedule 'A' and the site plan of the Project is annexed hereto and marked as Schedule 'B'.
- K. 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
- L. 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;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot and the parking (if applicable) as specified in Para S.

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

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1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot as specified in para 'J'

1.2 The Total Price for the Plot is Rs..... (Rupees
Only) ("Total Price") as per Schedule 'C'
to the present Agreement.

Explanation :

(i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the Allottee(s) to the Promoter towards the Plot as mentioned in para 'J'.

(ii) The Total Price above excludes 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 Agency 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, if there is any increase in the taxes/ charges/ fees/ levies etc. 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 unless the increase in taxes/charges/levies is applied retrospectively through an act or notification by the Government;

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall

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provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Plot includes recovery of price of land, development/ development of not only of the Plot but also of the facilities (if applicable), internal development charges, infrastructure augmentation charges, external development charges as on date, fees/ levies etc., cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, etc. and includes cost for providing all other facilities, amenities and specifications to be provided for the Plot usage in the Project.

(v) In addition to the Total Price, the Allottee(s) hereby undertakes and agrees to pay the following:

- 1) Maintenance Charges for the facilities and common area maintenance at the rate as may be specified by the Promoter or the Maintenance Agency as the case may be;
- 2) Interest free Maintenance Security Deposit (IFMSD) for an amount of Rs. -- (Rupees ----- Only).

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and, any other increase in charges which may be levied or imposed by the competent authority from time to time or increase in the cost of labour, minimum wages etc. as necessitated by statutory changes. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, including such increases with retrospective effects, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which the Allottee agrees to pay without any demur, objections and protest.

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,

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if any, granted to the said project by the Authority, as per the Act, the promoter reserves the right to demand the same from the Allottee which the Allottee agrees to pay without any demur, objections and protest.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'D' ("**Payment Plan**").

1.5 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned building plans, layout/demarcation-cum-zoning plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' and Schedule 'F' (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 as per the provisions of the Act and Rules made there under or as per approvals/instructions/guidelines of the competent authorities.

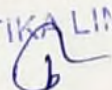
Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made there under or as per approvals/ instructions/ guidelines of the competent authorities:

1.6 Subject to Term No. 9.3, the Promoter agrees and acknowledges that, 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 handover the common areas to the Maintenance Agency 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 is exclusive of Taxes (GST and Cess or any other taxes/ fees/ charges/ levies, registration expenses, maintenance deposits etc.

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which may be levied, in connection with the development of the Project) paid/ payable by the Promoter up to the date of handing over the possession of the Plot to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession;

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is a self-contained Project covering the Said Land and is the part of the existing project and shall form a part of and/or linked/ combined with existing project in its vicinity for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.8 The Promoter assures that it shall pay all outgoings collected by him from the Allottee or any liability, mortgage loan and interest thereon before transferring physical possession of the Unit/ Plot to the Allottee or the associations of allottees, as the case may be, which he has collected from the Allottee. The Promoter shall continue to be liable, even after the transfer of the Unit/Plot/Floor, to pay such outgoings 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, to the extent amount collected from the Allottee.
- 1.9 The Allottee has paid a sum of ----- 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 Schedule 'D' as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the

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Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the development/ development milestones, the Allottee shall make all payments, on intimation by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule D] through A/c Payee cheque/ demand draft/ bankers cheque or online payment to Project specific account, as applicable and provided in the invoices, payable at Jaipur.

Any dishonor of cheque of the Allottee shall provide the right to the Promoter to levy a charge of Rs 10,000/- (Rupees Ten Thousand) plus applicable taxes apart from inviting legal consequences under applicable statutory regulation/laws. However, the Promoter may condone the dishonor of a cheque in exceptional circumstances subject to the Allottee paying such penalty as mentioned apart from penal interest for the period of delay.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

liable for any action under FEMA or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Subject to timely payment of dues/ demands by the Allottee(s), the Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot to the Allottee(s) and the facilities and common areas to the association of allottee's or the competent authority, as the case may be, as provided under the Rules. The Allottee cannot hold the Promoter responsible for delay in completion of the Project, if the Allottee himself has been in default in making timely payments as per the agreed Payment Plan as per Schedule 'D' to the Agreement.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities, facilities and common areas of the Plot and accepted the payment plan and the specification, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the

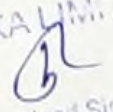
Project in accordance with the said layout plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE PLOT:

- 7.1 Schedule for possession of the said Plot** –Subject to timely payment of amounts due by the Allottee to the Promoter as per the agreed Payment Plan, as given in Schedule 'D' of the Agreement, the Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee(s) and the facilities and common areas to the association of Allottee's or the competent authority, as the case may be, as provided under Rules, is the essence of the Agreement

The Promoter assures to hand over possession of the Plot as per agreed terms and conditions unless there is delay due to "force majeure", Court/Tribunals/NGT orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the amount received by the Promoter from the Allottee less earnest money agreed as 10% of Total Sales Price, where the development of the Plotted Colony is achieved up to an extent of 50% of the development of the block of the said Plot, or 25% of the Total Sales Price where the development of the Plotted Colony is achieved is over 50% of the block of the said Plot along with nonrefundable amounts like brokerage & taxes paid/payable etc. within 45 (forty five) days. The Promoter shall intimate the Allottee about such termination at least 30

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(thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

After refund of the money as per the preceding para, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is agreed between the Parties that any amount to be returned under the present clause shall be paid from the separate account maintained by the Promoter as per requirement of Section 4(2)(l)(D) of the Act.

It is further understood and agreed by the Allottee that the provisions of services/ amenities of external roads, storm water drainage and power supply from substation setup by state appointed utility, shall be the responsibility of the concerned state authority over which the Promoter has no control

7.2 Procedure for taking possession- The Promoter, upon completion of development work shall offer in writing the possession of the unit/ Plot to the Allottee(s)) to take over the physical possession of his unit/ Plot for his occupation and use in terms of this Agreement within 30 (thirty) days of issue of the notice as aforesaid, subject to such Allottee having complied with all the terms and conditions of this Agreement including payment of the Total Sale Price as per demands raised by the Promoter as per terms of this Agreement.

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 to the promoter holding charges @ Rs. per sq. yards (Rupees ----- Only) per sq yards. (Rs. --- (Rupees ----Only) per sq. yards) per month with effect from last

date of the month from the date of receipt of written intimation from the Promoter as per Term No. 7.2 above, along with the applicable maintenance charges for such period and applicable taxes thereupon in respect of both the holding and Maintenance charges. Holding charges as mentioned above shall be a distinct charge not related to (and in addition to) maintenance or any other charges as provided in this Agreement. During the aforesaid period of delay, the Plot shall remain at the risk of the Allottee and any deterioration to it for any reason shall be to the account of the Allottee.

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 Agency or the competent authority, as the case may be, as per the local laws:

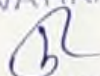
7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the earnest money agreed as 10% of Total Sales Price, where the development of the Plotted Colony is achieved up to the extent of 50% of the block of the said Plot, or 25% of the Total Sales Price where the development of the Plotted Colony is achieved over 50% of the block of the said Plot along with non-refundable amounts like brokerage, taxes paid/payable etc. and interest component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the Promoter) as per prevalent GST rules etc. The rate of interest payable by the Allottee to the Promoter shall be at the rate prescribed in the Rules. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee from the balance available in the account specifically opened for the Project within 45 (forty-five) days of such cancellation.

It is agreed by the Allottee that any amount to be returned under the present clause shall be paid from the Separate account maintained by the Promoter as per requirement of Section 4(2)(l)(D) of the Act.

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- 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 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”, Court/ Tribunals/ NGT orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Plot

- (i) in accordance with the terms of this Agreement, duly completed by the date specified hereinabove ; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), 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 at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due:

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot, which shall be paid by the Promoter to the Allottee from the balance available in the account specifically opened for the Project forty-five days of it becoming due.


8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

- 8.1 The Promoter hereby represents and warrants to the Allottee(s) as follows:
- (i) The Promoter has obtained registered ‘Power of Attorney’ from its associate Khatedars M/s Nakshatra Buildcon Pvt. Ltd., M/s Magnet Developers Pvt. Ltd., M/s Vatika Jaipur SEZ Developers Pvt. Ltd., Jeevanlal S/o Ramdas and Suman Devi W/o Kanshiram (“Owner”) who has absolute, clear and marketable title with respect to the said Land and the Promoter has requisite

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- rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
 - (iii) There are encumbrances upon the said Land or the Project.
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed/Lease Deed
 - (x) the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Agency;
 - (xi) The Schedule Property is not the subject matters of any HUF and that no minor has claimed over the Schedule Property;
 - (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or

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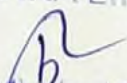
penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Agency or the competent authority, as the case may be;

- (xiii) 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) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

8.2 The Allottee hereby represents and warrants to the Promoter as follows:

- (i) The Allottee is fully entitled and competent to enter into this Agreement and to perform all duties and obligations imposed on Allottee under this Agreement and upon execution of this Agreement, the same shall constitute a legal, valid and binding Agreement;
- (ii) The Allottee(s) has satisfied himself/herself/themselves about each and every detail about the said Land, the said Project & approvals thereto including the Plots proposed to be plotted thereon and has undertaken the effort to clear all doubts and concerns by visiting the site and or going through records pertaining to the same, with proper due diligence of all the issues including technical, financial and legal and has sought independent advice and opinion before executing this Agreement;
- (iii) It is understood by the Allottee that all the other areas i.e., areas and facilities falling outside the Project shall not form a part of the declaration to be filed before the concerned authorities as per the provisions of applicable Act;
- (iv) The Allottee has studied the plan sanctions, specifications of the Project and the Disclosures as provided on the Promoter's Website. The Allottee, has after taking legal advice and has after due diligence, being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Promoter and the Disclosures made by the Seller and the Promoter, has entered into this Agreement.

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- (v) The Allottee is entering into this Agreement for the allotment of Plot after taking due and necessary advise as to the applicable and governing laws, rules, regulations, notifications applicable to the Project in general and the present Project in particular. That the Allottee hereby undertakes and thus, indemnifies, that he/she shall comply with and carry out all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Plot at Allottee's own cost, once he has taken possession of his unit. The Allottee shall obtain permission in writing from the Promoter to visit the Project at the time of development and follow all the prescribed safety standards and procedures.
- (vi) The Allottee is made aware of the Disclosures made by the Promoter to the Allottee pertaining to the Project and the development of the Project as detailed in clause below and has consented to the same without any objections to the same.

8.3 DISCLOSURES

- (i) The Allottee acknowledges, confirms and equivocally accepts that the Promoter has fully disclosed to the Allottee as hereunder and the Allottee has reviewed the same and after having understood the implication, in technical as well as legality of the same, has thereof has entered into this Agreement and expressly grants Allottee's willful consent and no objection to the Promoter to undertake every action as per below Disclosures:
- (ii) That the Plot will be used in terms of the rules and regulation formulated by the Promoter and or the association of owners as well as the terms set out in the association agreement executed by the association and the facility operator of the common area of the Project.
- (iii) That the Promoter will be forming an association of owners for the management and maintenance of facility for common area under the provisions of the applicable law pertaining to the Project.
- (iv) That a space in the Project may be handed over for a sub-station / electrical yard, for the Project.
- (v) That and the association of owners shall be executing the

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maintenance agreement with the facility operator and the Promoter will be executing the Deed of Declaration.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

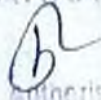
- (i) The Promoter fails to provide ready to move in possession of the developed Plot to the Allottee within the time period specified hereinabove or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, '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 or part thereof has been issued by competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay at the rate prescribed in the Rules, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the

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Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments per demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 90 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee(s) and shall refund to the Allottee, the amount received by the Promoter from the Allottee less earnest money agreed as 10% of Total Sales Price, where the development of the Plotted Colony is achieved up to an extent of 50% of the development of the block of the said Plot, or 25% of the Total Sales Price where the development of the Plotted Colony is achieved is over 50% of the block of the said Plot along with nonrefundable amounts like brokerage & taxes paid/payable and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) etc. and this Agreement shall thereupon stand terminated.

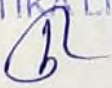
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot and applicable taxes as per the Schedule 'C' under the Agreement from the Allottee shall execute a conveyance deed in favour of Allottee(s) and convey the title of the Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be:

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

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

Provided further that in order to facilitate the process of registration/execution of Conveyance Deed/Lease deed, before the office of Sub Registrar of Assurance, the Allottee agrees to pay to the Promoter the administrative charges for Registration as per the rates mentioned herein below:

For Plot size up to 150 sq yds - 10,000/-

For Plot size 150.01 to 200 sq. yds - 15,000/-

For Plot size 200.01 to 300 sq. yds - 20,000/-

For Plot size 300.01 to 500 sq. yds - 25,000/-

along with applicable taxes towards the services rendered by the Promoter, as per Promoter's policy and applicable Stamp duty, Registration Fees and other legal fee.

11. MAINTENANCE OF THE SAID PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project, till the taking over of the maintenance of the Project by the association of allottee's or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project. The Promoter shall appoint a Maintenance Agency who shall then charge for maintenance services directly from the Allottee(s). The Promoter shall not be responsible for the maintenance costs if the Allottee refuses/fails to sign a separate Maintenance Service Agreement with the Maintenance Agency as nominated by the Promoter.

In case, the Allottee/ association of allottee's fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The Promoter/ Maintenance Agency shall have rights of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

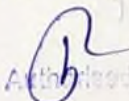
14. USAGE:

Use of Common Areas and Service Areas: The common areas and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ Allottee(s) shall not be permitted to use the services areas and the common areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottee's formed by the allottee's, maintenance agencies/ competent authority for rendering maintenance services.

15. GENRAL COMPLIANCE WITH RESPECT TO THE PLOT :

- 15.1 Subject to Term 12 above, 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, common areas corridors, circulation areas, atrium or compound which may be

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in violation of any laws or rules of any authority or change or alter or make additions to the said Plot, and keep the said Plot, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade in the Block or anywhere on the exterior of the Project or common areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common area. The Promoter/ Allottee(s)/ association of allottee's shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or facilities which otherwise are available for free access. The Allottee shall not run commercial activities from the Residential units. The Promoter and the maintenance company reserve the right to cease any commercial activities being run by the Allottee.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. MORTGAGE OR CREATE A CHARGE:

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18.1 (a) The Allottee hereby agrees, authorizes and permits the Promoter to raise finance loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by creating charge/ mortgage of the Plotted Colony / said Land/Portion of said Land subject to the condition that the Promoter shall get the Unit of Allottee free from all encumbrances at the time of handing over of possession and execution of conveyance deed. The Promoter Financial Institution/ Bank shall always have the first charge on the Unit/said land/portion of the said land for all their dues and other sums receivables in respect of any loan granted to the Promoter for the purpose of the development of the Block/ Plotted Colony.

(b) The Allottee may obtain finance from any financial institution / bank or any other source but the Allottee's obligation to purchase the said Plot pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not has been able to obtain financing for the purchase of the said Plot. In the event Allottee obtains finance from any financial institution/ bank or any other source, the Allottee shall make timely and regular payment of loan installments to such financial institution/ bank. In case of cancellation of allotment of the Plot on any account, any amount which becomes refundable under the terms and conditions of this Agreement after the forfeiture of earnest money deposit and other amounts as aforesaid would be refunded to the concerned financial institution/ bank of the Allottee towards repayment of his loan in relation to the said allotment. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Promoter.

18.2 The Allottee further agrees that the Promoter shall have the first charge/ lien on the said Plot for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be called for by the Promoter from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as aforestated, the

Promoter will be entitled to enforce the charge / lien by selling the said Plot to recover and receive the outstanding dues out of the sale-proceeds thereof.

19. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further fails to execute the said agreement as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the amount deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever after deducting earnest money agreed as 10% of Total Sales Price, where the development of the Plotted Colony is achieved up to an extent of 50% of the development of the block or building of the said Plot, or 25% of the Total Sales Price where the development of the Plotted Colony is achieved over 50% of the development of the block or building of the said Plot along with nonrefundable amounts like brokerage paid/payable etc.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties

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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.

Provided that this Agreement or any interest of Allottee under this Agreement and or interest arising there from, shall not be assigned by the Allottee without prior written consent of the Promoter, which consent shall not be unreasonably withheld by the Promoter, subject to applicable laws and relevant notifications or any governmental directions as may be in force and further subject to the terms & conditions of the present Agreement and payment of administrative charges @ Rs. -- (Rupees ---Only) per sq yds./sq. ft. on area plus applicable tax / levy / cess. The said charges including cost of documentation for said assignment may be subject to revision by the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences, that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be treated as a default on the part of Allottee, entitling the Promoter to cancel this Agreement and to avail remedies, as set forth in this Agreement, and/or the law of the land. Further, the Promoter may permit the Allottee any addition, deletion or substitution of names (of his/her Class I legal heirs) subject to the terms, conditions and payment of administrative charges @ Rs. - (Rupees -- Only) per sq yds./sq. ft. on plus applicable tax / levy / Cess.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a

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waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

26. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION:

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

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28. NOTICES:

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

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

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

29. JOINT ALLOTTEE:

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

30. SAVINGS:


Any application, letter, allotment letter or any other document signed by the Allottee, in respect the Plot, prior to the execution and registration of the agreement for sale for such plot shall not be construed to limit the rights and interests of the Allottee or the Promoter under this Agreement, under the Act, the Rules or the Regulations made thereunder.

31. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

32. DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the

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interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

IN WITNESS WHERE OF the Parties herein above named have set their respective hands and signed this Agreement 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

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

PROMOTER

For and on behalf of M/s

For VATIKA LIMITED

[Signature]
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For VATIKA LIMITED

Name
Signature
Designation

WITNESSES	
1- Signature	
Name	
Address	
2- Signature	
Name	
Address	

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SCHEDULE – A

(lay-out of the Plot)

SCHEDULE – B

(Site Plan of the Project)

SCHEDULE – C

(Total Sales Price)

SCHEDULE – D

(Payment Plan)

SCHEDULE – E

(Layout/demarcation-cum-zoning plans)

SCHEDULE – F

(Amenities)

SCHEDULE - G

(Details of landholding of the Promoter and location of the Project)

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