

High Thought Developers

24 Green Nagar, Near Dalda Factory, Durgapura Jaipur-302018
Tel: +91 141 2720690/2722666; Email: info@virasatbuilders.com
Web: www.virasatbuilders.com; PAN No. AAJFH3914P



Allotment Letter

Date :

Mr./ Miss/ Mrs.

Sub. Allotment of Flat/unit under Chief Minister Jan Aawas Yojna Project, "Swapn Nilay" situated at Khasra No. 314/463, 314/462, 323/2, 324 Vill. Mathurawala, Th. Sanganer, Jaipur.

Dear Sir/ Madam!

We are pleased to inform you that you have been allotted Flat bearing no. _____ On Floor, in Block/Tower "_____", admeasuring tentative carpet area of _____ sq. ft. and exclusive balcony area of _____ sq./ ft. built up area of _____ sq. ft. and super built up area of _____ sq. ft., ("**Said Flat**") in, Chief Minister Jan Aawas Yojna Project, "Swapn Nilay" being developed at Khasra accordance with terms and conditions of the Registration Form bearing no. _____ ("**Registration Form**") and Allotment Letter.

The allotment of the Said Flat is subject to the terms and conditions of the Registration Form, Allotment Letter and the terms and conditions of the Builder Buyer Agreement/ Agreement to Sell, proposed to be signed with you, including the timely payment of sale consideration and other payments as per the given payment schedule.

For any clarification and assistance you may visit our office at 24 Green Nagar, Durgapura Jaipur and we would be happy to assist you, in this regard.

You are kindly requested to accept the allotment letter, by signing on the office copy of the allotment letter.

Warm Regards,

For High Thought Developers


Sukhrajand Jain
(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Flat bearing no. _____ in Block/Tower "_____" on Floor, admeasuring tentative carpet area of _____ sq. ft. and exclusive balcony area of _____ sq. ft., built up area of _____ sq. ft. and super built up area of _____ sq. ft., ("**Said Flat**") in the Project Chief Minister Jan Aawas Yojna Project, "Swapn Nilay" being developed at Khasra No. 314/463, 314/462, 323/2, 324 Vill. Mathurawala, Th. Sanganer, Jaipur by Swapn Nilay, subject to the terms & conditions mentioned in the Registration Form and Provisional Allotment Letter.

Thanks and regards,

(_____)

(Allottee)

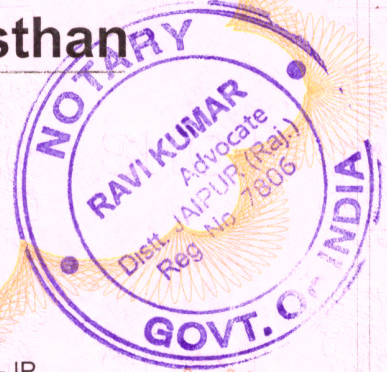
(Name of Allottee)



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INDIA NON JUDICIAL Government of Rajasthan

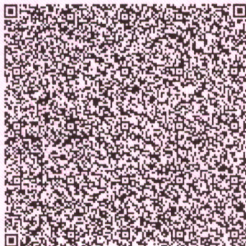
e-Stamp



Certificate No. : IN-RJ22235237063696Q
Certificate Issued Date : 02-Feb-2018 03:53 PM
Account Reference : SHCIL (FI)/ rjshcil01/ RAMBAGH/ RJ-JP
Unique Doc. Reference : SUBIN-RJRJSHCIL0136720175475493Q
Purchased by : SUKHANAND JAIN
Description of Document : Article 4 Affidavit
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SUKHANAND JAIN
Second Party : RERA
Stamp Duty Paid By : SUKHANAND JAIN
Stamp Duty Payable (Rs.) : 100
 (One Hundred only)
Surcharge for Infrastructure Development (Rs.) : 10
 (Ten only)
Surcharge for Propagation and Conservation of Cow (Rs.) : 10
 (Ten only)
Stamp Duty Amount(Rs.) : 120
 (One Hundred And Twenty only)

For HIGH THOUGHT DEVELOPERS


 PARTNER / AUTH. SIGN



ATTESTED

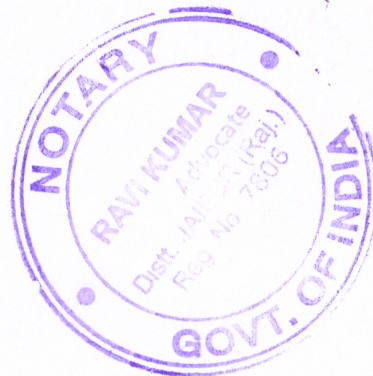
NOTARY PUBLIC
 GOVT. OF INDIA
 Distt. JAIPUR (Raj), INDIA

5 FEB 2018

UP 0005888855

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



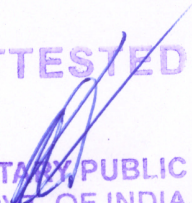
TO WHOMSOEVER IT MAY CONCERN

I **SUKHANAND JAIN** S/o Mr. Milap chand Jain Age 59 Year Address 19, Sundar Vihar Colony, Durgapura, Tonk Road, Jaipur promoter of the proposed project duly authorized by the promoter of the proposed project do hereby solemnly declare undertake and state as under:

For HIGH THOUGHT DEVELOPERS


PARTNER / AUTH. SIGN

ATTESTED


NOTARY PUBLIC
GOVT. OF INDIA
Dist. JAIPUR (Raj.), INDIA
5 FEB 2018

1. That the agreement for sale / builder buyer agreement of our project "**SWAPN NILAY**" is in accordance to the form-G of Real Estate Regulation and Development Act, 2016
2. That none of terms and conditions of the Agreement to sale presented by us violate the law 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 **SUKHANAND JAIN** the deponent will be responsible for it.

Thanking You,
Yours Sincerely,

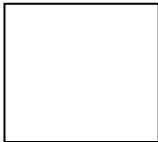
For **HIGH THOUGHT DEVELOPERS**
For **Sukhanand Jain**

(Authorized Signatory)

ATTESTED

NOTARY PUBLIC
GOVT. OF INDIA
Distt. JAIPUR (Raj.). INDIA

5 FEB 2018



DRAFT
AGREEMENT FOR SALE

This **Agreement for Sale**, hereinafter referred to as the Agreement, is executed on **thisth Day ofTwo Thousand and.....**at Jaipur

By and Between

M/s. High Thought Developers, Partnership Firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 24, Green Nagar, Durgapura, Jaipur and its PAN is ABHFS6216L Represented by its Authorized Partner Mr. Sukhanand Jain (Aadhar No _____) duly authorized vide Authority Letter dated _____ passed and signed by all the partners constituting the firm, (*Copy enclosed*), *who hereinafter referred to as the "Promoter"*, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include all the partners, their respective legal heirs, administrators, executors, successors & permitted assignees of the **ONE PART**.

AND

Mr. _____ S/O Mr. _____, aged _____ 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 its legal heir(s), successor(s), administrators, executors successors & permitted assignees) of the **SECOND PART**.

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

INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "**Built-up area**" means the sum of area of the UNIT. It shall include area encompassed within the walls of UNIT, all balconies, whether covered or un-covered and thickness of wall too. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - (c) "**Interest**" means the interest payable at the rate specified in rule 17 of the rules;
 - (d) "**Para**" means a Para of this Agreement;
 - (e) "**Maintenance Society**" shall mean the society, association or body, by whatever name called, that may be formed under clause-(e) of sub-section (4) of section 11 of the Act;
 - (f) "**Regulation**" means the Regulation made under the Act;
 - (g) "**Rules**" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (h) "**Schedule**" means the Schedule attached to this Agreement; and

- (i) **"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 is in lawful possession of the land for the purposes of construction of the building to be known as **'Swapn Nilay'**. The development/construction at present is in progress, on Converted land bearing khasra no.314/462, 314/463, 323/2 and 324 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) admeasuring 0.05(Hec.), 0.06(Hec.), 0.14(Hec.) and 0.28 (Hec.) respectively totaling to 0.53(Hec.) or 5300 Sq. Mtrs. (Net Plot Area is 5063.00 Sq. Mtrs.), hereinafter referred to as the **'Project Land'** which is fully described in **Schedule-1** of this agreement).
- B. The aforementioned land bearing khasra no.**314/462** was owned by Mr. Lal Chand S/o Mr. Mathu, R/o Village Maanpur Naaglya, Tehsil Sanganer, Jaipur; khasra no.**314/463** was owned by (1) Mr. Ram Niwas and (2) Mr. Ram Vilas both S/o Mr. Mohan Lal, R/o Village Maanpur Naaglya, Tehsil Sanganer, Jaipur; khasra no.**323/2** was owned by Mr. Lal Chand S/o Mr. Mathu, R/o Village Maanpur Naaglya, Tehsil Sanganer, Jaipur and khasra no.**324** was also owned by Mr. Lal Chand S/o Mr. Mathu, R/o Village Maanpur Naaglya, Tehsil Sanganer, Jaipur.
- C. The aforesaid land bearing khasra no.314/462, 314/463, 323/2 and 324 was the inherited land of the sellers and the same had already been mutated in their respective names. The all aforesaid land owners being relative of each other has jointly filed an application before the office of Jaipur Development Authority, Jaipur for the purpose of change in land use of their respective land/s from Agricultural to Residential under the provision of 90-A of the Rajasthan Land Revenue Act, 1956 and the aforementioned office vide its office order dated 07.03.2017 allowed the application and changed the land use of their respective land/s from Agricultural to Residential.
- D. Then thereafter, Mr. Lal Chand S/o Mr. Mathu, Mr. Ram Niwas S/o Mr. Mohan Lal and Mr. Ram Vilas S/o Mr. Mohan Lal, all represented to the promoter that they are the absolute OWNER and in possession of the aforesaid 4 (four) Group Housing Converted land bearing khasra no.314/462, 314/463, 323/2 and 324 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) admeasuring 0.05(Hec.), 0.06(Hec.), 0.14(Hec.) and 0.28 (Hec.) respectively totaling to 0.53(Hec.) or 5300 Sq. Mtrs., their title to the aforesaid 4 (four) Group Housing Plots is legal, valid, effective and marketable and the same is free from all lien, charges, *lis-pendens*, process of the Court, attachment, encumbrance and reasonable doubts and there is no litigation as to or notices as to acquisition or requisition pending in respect of the aforesaid 4 (four) Group Housing Plot.
- E. Thus, Mr. Lal Chand S/o Mr. Mathu, Mr. Ram Niwas S/o Mr. Mohan Lal and Mr. Ram Vilas S/o Mr. Mohan Lal, sold the aforesaid Converted land bearing khasra no.314/462, 314/463, 323/2 and 324, at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) with all rights, title and interest in favour of one of the partner of the promoter firm i.e, **Mr. Sukhanand Jain S/o Mr. Milap Chand Jain, age 49 years, by caste**

Jain, R/o 24, Green Nagar, Durgapura, Jaipur, Rajasthan and have also executed the sale Deeds in favour of Mr. Sukhanand Jain in respect of all the aforesaid 4 (four) Group Housing Converted land bearing khasra no.314/462, 314/463, 323/2 and 324 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) admeasuring 0.05(Hec.), 0.06(Hec.), 0.14(Hec.) and 0.28 (Hec.) respectively totaling to 0.53(Hec.) or 5300 Sq. Mtrs., and the same was duly registered before Sub Registrar, Sanganer -I, Jaipur in the following manner:

Converted land bearing khasra no.314/462 at village Mathurawala, Tehsil Sanganer, Jaipur (Rajasthan) admeasuring 0.05(Hec.), on 16.05.2017 in book No. 1, Volume No. 1039 at serial No. 201703024102450 on page No. 81 and same has been affixed in additional book No. 1 volume No. 3751 at page No. 605 to 615,

Converted land bearing khasra no.314/463 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) admeasuring 0.06(Hec.) on 03.04.2017 in book No. 1, Volume No. 1034 at serial No. 201703024101479 on page No. 110 and same has been affixed in additional book No. 1 volume No. 3732 at page No. 369 to 381,

Converted land bearing khasra no.323/2 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) admeasuring 0.14(Hec.) on 11.04.2017 in book No. 1, Volume No. 1035 at serial No. 201703024101668 on page No. 99 and same has been affixed in additional book No. 1 volume No. 3736 at page No. 221 to 230,

Converted land bearing khasra no.324 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) admeasuring 0.28 (Hec.) on 03.04.2017 in book No. 1, Volume No. 1034 at serial No. 201703024101481 on page No. 112 and same has been affixed in additional book No. 1 volume No. 3732 at page No. 392 to 404, RESPECTIVELY,

- F. As such, the Promoter become absolute owner of the aforesaid project land on the basis of aforesaid registered sale deeds dated and is in physical possession of the project land without any hindrance and the Builder has planned to put up a group housing scheme of Residential Multi-Storied flats on the said project land, for the fulfillment of the above-stated purpose the promoter through Authorized Partner Mr. Sukhanand Jain filed an application under **Provision-3A** of the **Chief Minister Jan Aawas Yojana 2015** (Affordable Housing for All).
- G. Thereafter Jaipur Development Authority, Jaipur allotted/issued a Lease Deed in favour of **M/s. High Thought Developers**, through its Authorized Partner Mr. Sukhanand Jain S/o Mr. Milap Chand Jain, R/o 24, Green Nagar, Durgapura, Jaipur on 18.08.2017 for the purpose of development of Residential Building under the **Chief Minister Jan Aawas Yojana** (Affordable Housing for All).
- H. The construction permission and lay-out map of the Affordable Group Housing Project, **'Swapn Nilay'** under **Provision-3A** of the **Chief Minister Jan Aawas Yojana 2015** on the Converted land bearing khasra no.314/462, 314/463, 323/2 and 324 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan) has been accorded by the Jaipur Development Authority, Jaipur vide its letter dated 25.01.2018. Moreso the promoter has also got approved the aforementioned project from all the requisite Government Departments.

The Allottee(s)after full satisfaction of the contents mentioned hereinabove approached the Seller/..... herein to purchase Flat bearing No._____ on _____ Floor in Block _____ in the 'Swapn Nilay'

situate on Converted land bearing khasra no.314/462, 314/463, 323/2 and 324 village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan).

- I. The said land is earmarked for the purpose of residential project, comprising of GROUND + 8 FLOORS etc. in the multistoried apartment building and the said project shall be known as "**SWAPN NILAY**" ("**Project**").
- J. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- K. The Jaipur Development Authority has sanctioned the building plan has granted the commencement certificate to develop the Project vide its Approval Number ज.विप्रा./स.स./बी.पी.सी.(बी.पी.)2018/डी-156 dated 25-01-2018
- L. The Land is free from all encumbrances.
- M. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "**Swapn Nilay**", (*hereinafter referred to as the Project*) after getting necessary permissions/sanction from the concerned competent authority which inter-alia comprises of apartments and includes the common areas, etc. along with all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 5063.06 Sq.Mts. situated at khasra no.314/462, 314/463, 323/2 and 324 village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan).The location details are fully described in the **Schedule-1** attached hereto.
- N. 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.
- O. The layout plan/ site plan of the Project has been sanctioned vide No._____dated _____ by the _____ (Competent Authority), and copy of which is enclosed as **Schedule-2** attached hereto.
- P. Approval of specifications of the Project and permission of building construction upto 30 meters height (*Ground + 8 Floors*) under the relevant legal provisions has been accorded vide Letter No ज.विप्रा./स.स./बी.पी.सी.(बी.पी.)2018/डी-156 dated 25-01-2018 by the Jaipur Development Authority (competent authority).
- Q. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- R. The details of the Unit No..... and floor plan of the Project is given in **Schedule-3** and **Schedule-10** respectively attached hereto.
- S. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof are as per **Schedule-6** and **Schedule-11** attached hereto.
- T. The details of Salient Features of the proposed Project are as per **Schedule-7** attached hereto.

- U. The details of other external development works to be taken for the Project are Guard Room, Flooring in Common Area and Green Area.
- V. The details of specifications of material used in construction are as per **Schedule-8** attached hereto.
- W. The stage wise time-schedule of completion of the Project/ Phase are as per **Schedule-9** attached hereto.
- X. The promoter has also applied for requisite fire NOC requisited No Objection Certificate from fire department of Jaipur Nagar Nigam Jaipur.
- Y. The Airport Authority of India has also granted NOC for height clearance for the project for the height has per sanctioned the building plan.
- Z. The Promoter has opened a separate account in Branch Durgapura, Jaipur of Bank of Baroda for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- AA. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/Building, has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its Application dated _____. The allottee(s) has also deposited a sum of Rs. _____/- (in words Rupees _____) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment as provided in Sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- BB. The Allottee (s) has applied for a Unit in the Project vide Application Form No. _____ dated _____ and has been allotted Apartment No. _____ having 'carpet area' of _____ square feet 'exclusive Balcony Area' of _____ sq. feet, type _____, on _____ floor in Building along with open/covered one 2 wheeler Parking No. _____ admeasuring _____ square feet in the Block _____, 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 "Apartment" more particularly described in **Schedule-3** and the floor plan of the apartment is annexed hereto and marked as **Schedule-10** attached hereto.
- CC. 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 and have also understood all the terms and conditions mentioned herein this agreement in HINDI LANGUAGE and the allottee (s) is also ready to sign an affidavit in relation to the present clause in respect to his/her capability of signing of this present agreement by understanding all the terms and condition stated herein. It is also necessary to mention here that the said affidavit is being enclosed here with this agreement and same shall always be read as an integral part of this Agreement to Sale.
- DD. 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. It is made clear that the parties shall remain bound only to the extent stipulated in these presents.

- EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the open/covered parking as specified in **Para-BB**.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in **Para 'BB'**.
- 1.2 The Total Price for the Apartment as per the scheme _____ is Rs. _____/- (Rupees _____) which are specifically mentioned in **Schedule-4** attached hereto.

Explanation:

- i. The total Price above includes the booking amounts of Rs. _____/- (Rupees _____) paid by the Allottee(s) to the Promoter towards the Apartment as mentioned in Para 'AA'.
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax 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 Apartment to the Allottee(s) and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee (s);

- iii. The Promoter shall periodically intimate to the Allottee(s) by way of letter or e-mail or any communicating application the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the

taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- iv. The Total Price of Apartment includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

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

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

- 1.4 As mentioned in Para - 'AA' above, the Promoter has already received an advance/booking amount from the Allottee a sum of Rs. _____/- (Rupees _____ only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs. _____/- and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. _____/- of the total price strictly in accordance with the payment plan as per the **Schedule-5** attached hereto.

- 1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-'6'** and **Schedule-'7'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act: However, if no written reply is received from the Allottee(s) of the proposed amendment/alteration within 15 days of the letter received by the Allottee(s) then it shall be deemed that Allottee(s) has no reservations about the proposed changes.

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

- 1.6 The Promoter shall confirm to the final carpet areas that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.7 Subject to Term No.8.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i)The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii)The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii)That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.10 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
 - (iv)The Allottee has the right to visit the Project site with the prior written approval of the Promoter which shall ordinarily not be refused to assess the extent of development of the Project and his Apartment.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with open/covered one 2 wheeler Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of

integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

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

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

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

1.11 That the Allottee(s) shall have absolutely no objection for the Promoter to install its signboard/ Glow Sign etc. and the name of the Building at the appropriate place.

1.12 That the Allottee(s) shall not cover balconies by erecting walls, by fixing Jalis/Grills of any material whatsoever.

1.13 That the Allottee(s) shall not store any garbage whatsoever in common areas of the building and in the open land surrounding the building within the compound and outside the compound on footpaths or the approach road to the building.

2. **MODE OF PAYMENT:**

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

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

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

4. **TIME IS ESSENCE :**

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

5. **CONSTRUCTION OF THE PROJECT:**

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

6. **POSSESSION OF THE APARTMENT:**

6.1 Schedule for possession of the said Apartment—The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s)

with interest within forty-five days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure For Taking Possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee(s) at the time of conveyance of the same.

6.3 Failure of Allottee(s) to take possession of Apartment- Upon receiving a written intimation from the Promoter as per Term No. 6.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided as per Term No. 6.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges, interest & all requisite taxes as specified under Term No. 6.2 above.

6.4 Possession of the Allottee(s)- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

6.5 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 Promoter, the Promoter herein is entitled to forfeit the booking amount paid besides any interest due and if any taxes paid on the installments received or due on behalf of the Allottee(s). The balance amount of money

paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

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

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

7. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

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

8. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment/Flat to the Allottee(s) within the time period specified in Term No.7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the 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, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration

under the provisions of the Act or the rules or regulations made there under.

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

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

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

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

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

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

9. **CONVEYANCE OF THE SAID APARTMENT/POLT :**

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

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

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

10. MAINTENANCE OF THE SAID BUILDING/APARTMENT/UNIT/PROJECT:

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. One time maintenance fund shall be deposited by the Allottee(s) besides monthly maintenance charges as may be decided by the Society.

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

12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

13. USAGE:

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

14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

14.1 Subject to Term 11 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment

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

14.2 The Allottee further undertakes, assures and grants that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee 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 shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Apartment.

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

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

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

16. ADDITIONAL CONSTRUCTIONS:

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

18. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee

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

19. ENTIRE AGREEMENT:

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

20. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

22.1 The Promoter may, at least sole have option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee(s) 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(s) 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 Allottee(s).

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

23. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

24. **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 Allottee(s) in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

25. **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.

26. **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(s), in Jaipur after the Agreement is duly executed by the Allottee(s) 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 Jaipur

27. **NOTICES:**

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

Promoter's Name	Allottee(s) name
M/s. High Thought Developers 24, Green Nagar, Durgapura, Jaipur (Rajasthan) E-mail id. <i>info@virasatbuilders.com</i>	

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.

28. **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).

29. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the Allottee(s), in respect of the apartment, converted land bearing khasra no.314/462, 314/463, 323/2 and 324 or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, converted land bearing khasra no.314/462, 314/463, 323/2 and 324 or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

30. **GOVERNING LAW:**

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

31. **DISPUTE RESOLUTION:**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act and any dispute for which no provision is made in the Act then both the parties shall refer such disputes to an Independent Arbitrator to be appointed mutually and in case, failure to agree for any independent person then the procedure provided under the Arbitration & Conciliation Act, 1996 for the time being in force shall be followed.

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

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

WITNESSES: **M/s. High Thought Developers**
Through its Partner

[1] [_____]

[2] Signed and delivered by the within named **Allottee** in the
presence of witnesses on
[_____]

SCHEDULE-1
(Description of Project Land)

1. Land admeasuring 5063.06 Sq.Mts. situated at khasra no.314/462, 314/463, 323/2 and 324 at village Mathurawal, Tehsil Sanganer, Jaipur (Rajasthan).
2. The piece and parcel of the converted land bearing khasra no.314/462, 314/463, 323/2 and 324 of land in site is bounded on the :-
In North:
In South:
In East :
In West :
3. Latitude/Longitude of the end points of the Project:
In North:
In South:
In East :
In West :
4. Location Map:

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

SCHEDULE-3
(Description of the Apartment)

S. No.	Particulars	Admeasuring
1.	Apartment No.	
2.	Floor No.	
3.	Carpet Area	Sq. Feet
4.	Exclusive Balcony Area	Sq. Feet
5.	CLSS Carpet Area	Sq. Meter
6.	Built up Area	Sq. Feet
7.	Super Built up Area	Sq. Feet

Note:-

1. The Allottee(s) shall be entitled to the exclusive use of parking for parking a medium sized car/two wheeler. However, exact parking number will be earmarked at the time of possession of the Apartment.
2. Prior to the enactment of the Real Estate (Regulation & Development) Act, immovable properties were generally sold on the basis of Super Built up Area. It is now very difficult for the Allottee(s) to compare the Apartment sold on Super Built up Area(SBUA) and the units being sold on Carpet Area basis. Therefore, for the purpose of making it easier to compare with the properties sold before the applicability of the Real Estate (Regulation & Development) Act, Super Built upArea has been provided. Super Built up Area has no commercial bearing. The total price of the unit is dependent on the Carpet Area and Exclusive Balcony area and is not dependent on Super Built up Area of the Apartment.

SCHEDULE-4
(Total Price of the Apartment)

S. No.	Payment	Amount (INR)
1.	Basic Sale Price of the Apartment	
2.	Exclusive Balcony Price of the Apartment	
3.	AC Copper Piping Charges	
4.	Electric Sub-Station Charges	
5.		
6.		
Total Price of the Apartment		

Total Price of the Apartment is Rs.____/- (in words Rupees_____ only)

Note:

In addition to the total price, the Allottee (s) agrees to pay:-

- 3. Interest Free Maintenance deposit of Rs._____-/- (in words Rupees _____only) on Built up Area.
- 4. All taxes and cesses, including but not limited to value added tax, service tax/GST and cess or any similar or other taxes which may be levied by any competent authority/state and /or Central Government.
- 5. Stamp Duty, registration charges, legal charges or any other charges applicable at the time of registration of this agreement and sale deed of the unit.
- 6. Society registration fees, society membership fees, charges towards Government water supply such as Bisalpur etc., charges for electricity connection payable to JVVNL, charges for gas bank connection and proportionate charges for any additional capital goods and/ or infrastructure development, except for the amenities/ facilities/ proposed development that installed/ developed in future in accordance with any Government norms or for the common use and enjoyment of all the allottees.

SCHEDULE-5
(Payment Schedule)

S. No.	Stage of Development	Percentage of the Total Price
1.	Earnest Amount at the time of Booking	10%
2.	On starting of Foundation Work	10%
3.	On casting of Ground Floor Slab	10%
4.	On casting of Second Floor Slab	10%
5.	On casting of Fourth Floor Slab	10%
6.	On casting of Sixth Floor Slab	10%
7.	On casting of Eighth Floor Slab	10%
8.	On completion of brick-work within Unit	10%
9.	On completion of Flooring-work within Unit	10%
10.	On intimation of possession	10%

Note:

- (a) All amounts payable by the Allottee(s) to the Promoter as per the above payment plan shall be paid within 7 (Seven) days of the demand being raised by the Promoter.

- (b) Amount reflected above is exclusive of Service Tax/ VAT/GST, interest, delay payment charges and all other charges as specified in Note(a) under **Schedule-4.**

SCHEDULE-6

[Plan of development works to be undertaken]

The Promoter has conceived a detailed plan of following development works to be developed in the Project:-

- (i) **Fire-fighting Facilities:** Fire-Fighting equipments/ facilities will be provided in the project as per the NBC Guidelines.
- (ii) **Water Supply:** The Government of Rajasthan is making a policy for supply of water in multi-storey buildings. As & when the policy will be implemented, the Owners' association of the project will take water connection. Till such time, underground water will be used for drinking and other purposes. Underground and overhead water tanks of have been provided for adequate storage.
- (iii) **Emergency Evacuation Services:** It will be provided in the project as per the appropriate width according to NBC Guidelines.
- (iv) **Electrical Supply:** RMU, Transformer, DG Set for Power Back-up in common areas and electric panel has been installed in the Project, electricity will be supplied by JVVNL.

SCHEDULE-7

[Salient Features of the Project]

- (i) The Salient Features of the Project include:-
- (ii) Earthquake resistant RCC Frame Structure
- (iii) Fire-Fighting System and Emergency Exit provision through an extra staircase
- (iv) DTH Provision for Satellite TV
- (v) Rainwater Harvesting System
- (vi) Automatic Elevators

SCHEDULE-8

[Specification of materials to be used]

All ISI marked/standard make products (easily available) shall be used in construction.

SCHEDULE-9

***[Stage-wise time schedule for completion of the Project
subject to force majeure]***

S. No.	Stage	Date by which the works are to be completed	Details of the work to be completed
1.	Completion of structure of the building		Foundation and RCC Structure of the Building
2.	Completion of internal and external development works		Brickwork, internal & external plaster, tiles work, POP

			work, Door shutters and window fixing, electrical wiring and fittings, internal & external paint work, fire- fighting, lift installation
3.	Finishing		Final finishing and hand over.

SCHEDULE-10
[Plan of the Apartment]

SCHEDULE-11
[Details of Common Areas, Facilities & Amenities in the Project]

- 1. Such corridors, paths, common terraces not earmarked as limited common area and facilities, passages, staircases, water closet and other water and electrical arrangements etc. as set apart by the promoter for common use.
- 2. Drainage and sewerage water mains, manholes etc.
- 3. All electrical wiring, cable, panels, meters & fittings excluding only those as are installed with the exclusive area of any apartment and/ or exclusively reserved for any specific apartment.
- 4. Water pipes and other common plumbing installations from submersible pump to the underground and over head water tanks & from over head water tanks to the common toilets and common water connections.
- 5. Submersible pump or pumps with control panel.
- 6. Lights and electric fittings installed for common purposes.
- 7. Lifts, D.G. Set, Transformer, RMU & Other capital goods & electrical equipments.
- 8. Fire Fighting Equipments and Pipes.
- 9. Security Guard Room.