



### Affidavit

I, Ranveer Singh Nathawat Son of Shri Devi Singh Nathawat aged 37 R/o A-6, Anand Vihar, Railway Colony, Jagatpura, Jaipur-302017 (Raj.) duly authorized by the promoter, M/s Homeland Real Estate Private Limited, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Mahalapuram A Block" Situated at Khasra no.500,652/505,654/500, Gram Kotjewar, Tehsil-Mauzamabad, District-Jaipur-303009 State- Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.
4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.

For Homeland Real Estate Pvt. Ltd.  
*Ranveer Singh Nathawat*  
Deponent

### Verification

I, Ranveer Singh Nathawat Son of Shri Devi Singh Nathawat aged 37 R/o A-6, Anand Vihar, Railway Colony, Jagatpura, Jaipur-302017 (Raj.) do hereby that the contents in para No.1 to 4 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 5<sup>th</sup> day of March 2018.

For Homeland Real Estate Pvt. Ltd.  
*Ranveer Singh Nathawat*  
Deponent

**ATTESTED**  
*[Signature]*  
NOTARY JAIPUR (INDIA)  
12 0 MAR 2018

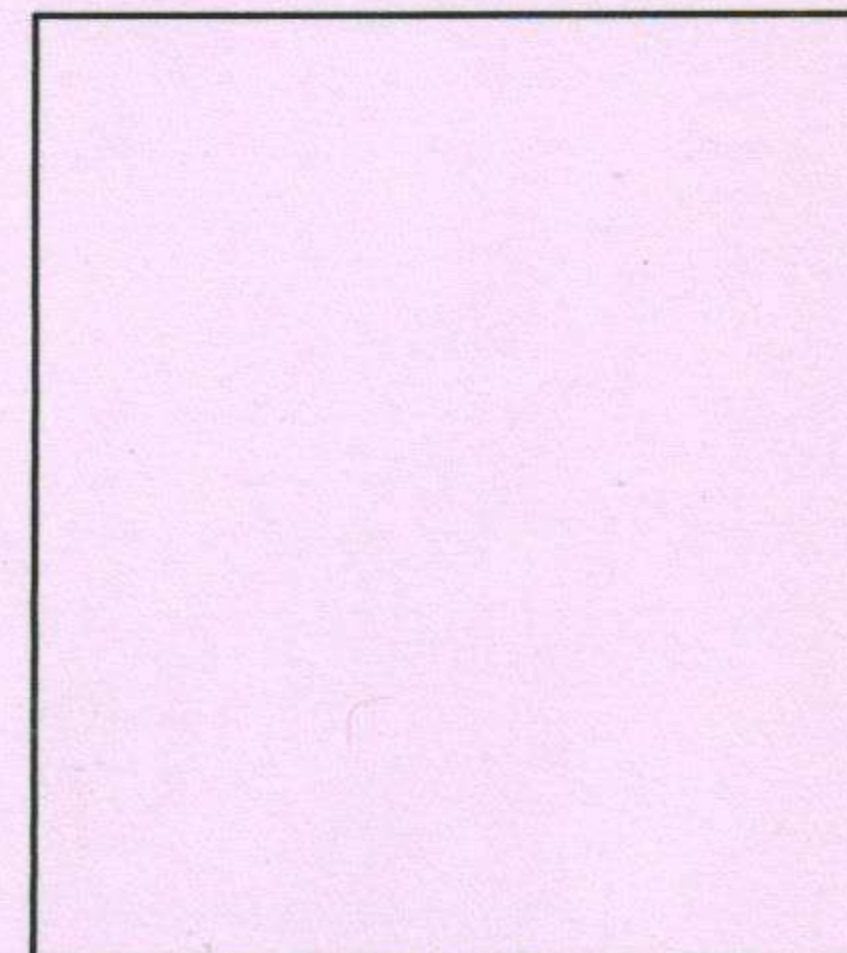
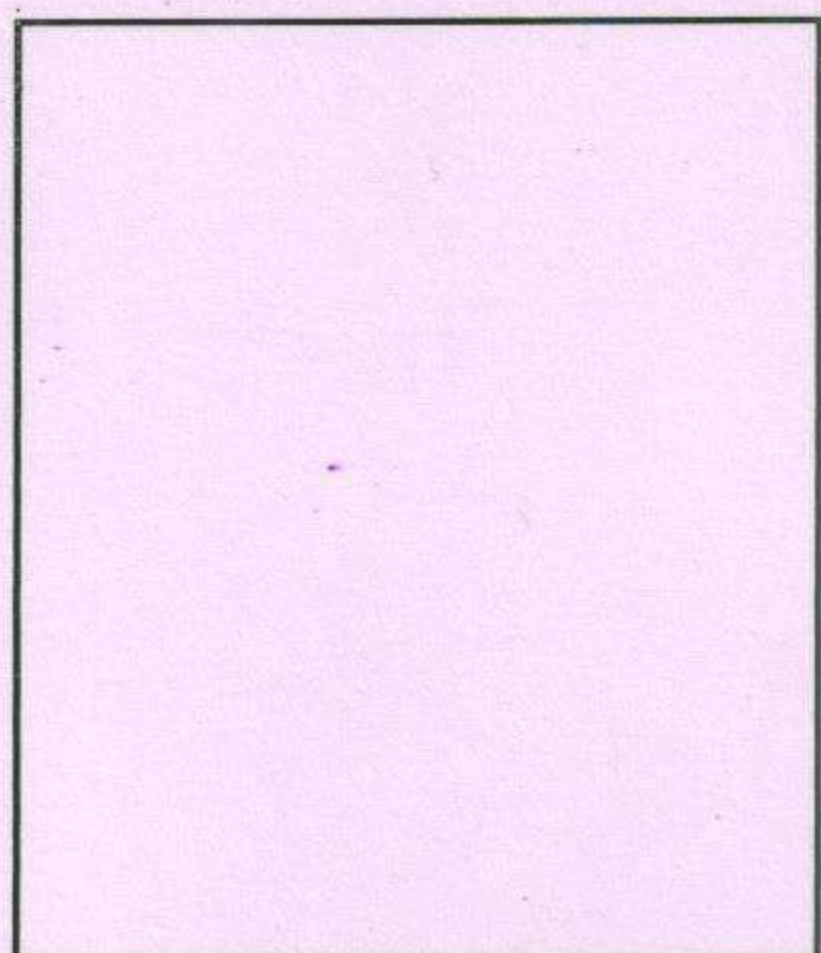
रजि. नं. 1015 दिनांक 14/7/2018  
 मुद्रांक मूल्य 5/-  
 नाम दोनो बेटों के नामों पर  
 पिता का नाम A 20 बेटों का तोनी जगतपुरा  
 निवासी  
 कार्य का मूल्यांकन 21 यश मज

पिता का नाम  
 निशा गुता  
 ला. स्टाम्प विक्रेता  
 ला. नं. 71/10  
 नि. F-17, मां करणी नगर  
 गौडीपथ, जयपुर

*Limorh*

राजस्थान स्टाम्प अधिनियम, 1928 के अन्तर्गत, स्टाम्प संहिता पर प्रयुक्त अधिव्यय	
1. अक्षरपूत अवसरपर सुविधाओं हेतु दिनांक 3-04-10 के तहत	5/-
2. माप और पकड़ने के तहत और तहत हेतु दिनांक 3-04-10 के तहत	5/-
कुल कर 10/- निवासी 55/11 राजस्थान स्टाम्प विक्रेता	





### Agreement for Sale

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ by and between:

#### 1. Parties to this Agreement:

**Homeland Real Estate Private Limited** (CIN: U70109RJ2016PTC056148) a private limited company incorporated under the provisions of the Companies Act, 2013 having its registered office at A-6, Anand Vihar, Railway colony, Jagatpura, Jaipur its PAN: AAEC0063K represented by its authorised signatory Shri Ranveer Singh Nathawat (Aadhar No. 5320-7779-8522) authorized vide Board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" or "**seller**" (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]

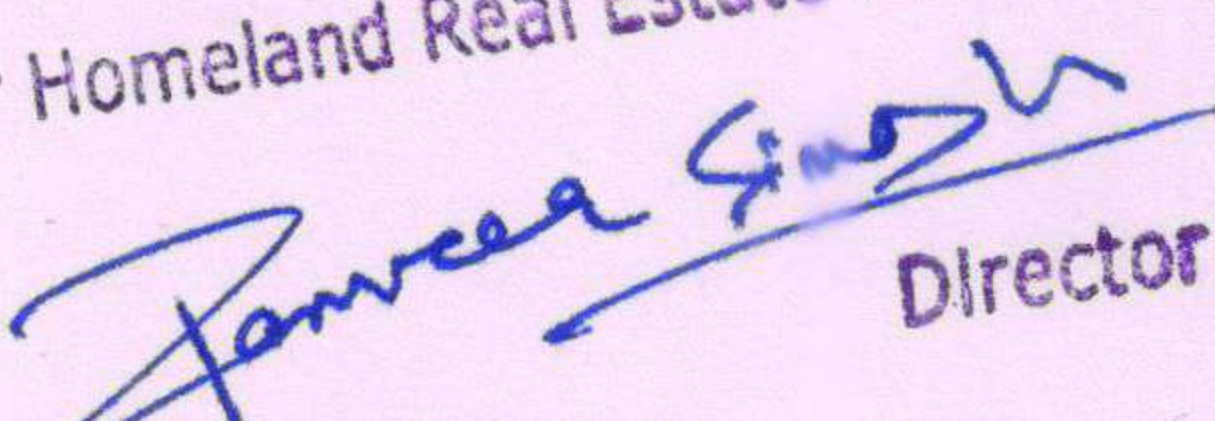
Mr./Mrs./Ms. .... son/daughter/wife of Mr. .... aged about ..... years, R/o. .... (Aadhar No. ....) (PAN ..... ) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include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

Or

[if the allottee is a partnership firm]

M/s ..... a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at ..... (PAN-.....) through the partner 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

For Homeland Real Estate Pvt. Ltd.  
  
 Director



[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 Plot hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

Or

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

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

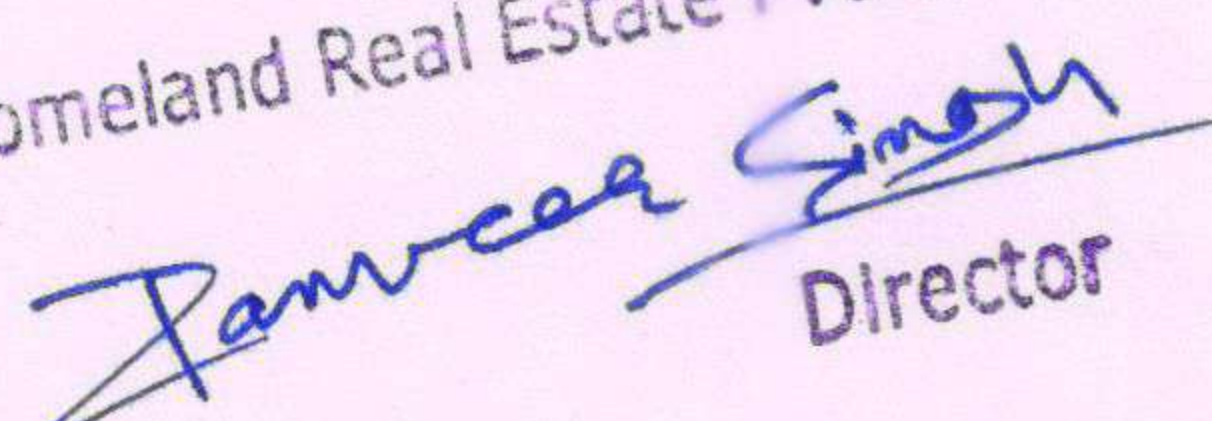
#### 1. INTERPRETATIONS/ DEFINITIONS:

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

- 1.1. "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- 1.2. "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Plot Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.
- 1.3. "**Approved Plans**" shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- 1.4. "**Plot**" shall mean the plot in the Said Project where the Allottee/Allottee(s) has been allotted his "Plot/unit".



- 1.5. **"Common Areas"** shall mean such common areas, spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the terraces, parks, play areas, open parking areas and common storage spaces; provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 10** attached hereto. .
- 1.6. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 1.7. **"Delay Payment Charges/Interest"** means the charges to be paid on account of delay in the payment of any due amount, charges and installment due at the Interest Rate (Specified herein below) and compensation for any loss caused due to delay in payment or for any other loss to the promoter.
- 1.8. **"Interest Rate"** means the State Bank of India Highest Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- 1.9. **"Maintenance Society/Association of Allottees"** 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.
- 1.10. **"Para"** means a Para of this Agreement;
- 1.11. **"Plot"** means the specific Plot applied for by the Allottee(s), intended and/or capable of being independently and exclusively occupied and intended to be used for the purpose specified in this agreement.
- 1.12. **"Project Land"** shall mean land admeasuring 25742 sq. mtr. and there about lying and situated at Khasra no. 500, 652/505, 654/500 Gram Kotjewar, Tehsil- Mojmabad, District-Jaipur-302009, Rajasthan on which the Project is being developed and is demarcated and shown in **Schedule-1 Part A**.
- 1.13. **"Residential Project"** shall mean the entire project consisting of independent plots and units along with common area therein being plotted on the said Land and named as **"MAHALAPURAM A-BLOCK"**
- 1.14. **"Regulation"** means the Regulation made under the Act as amended from time to time.
- 1.15. **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- 1.16. **"Schedule"** means the Schedule attached to this Agreement.

For Homeland Real Estate Pvt. Ltd.  
  
 Director



1.17. **"Section"** means the section(s) of the Act.

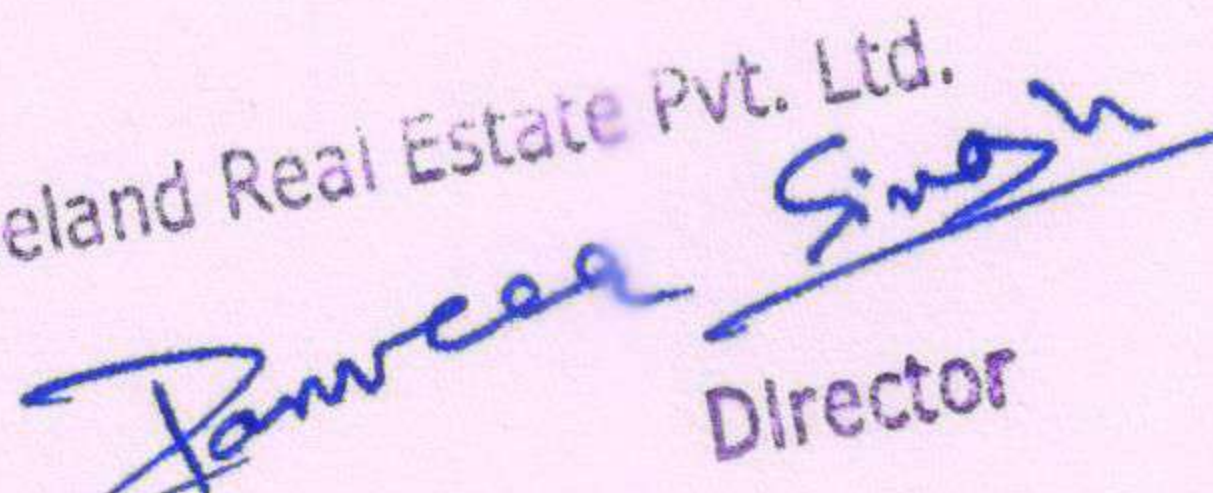
The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

2. **LAND DESCRIPTION**

The said project land was purchased by the promoter from Smt. Jatna Devi W/o Shri Roopa Ram, Shri Harish S/o Shri Roopa Ram, Smt. Gomti W/o Shri Jera Ram, Smt. Anjana W/o Shri Taneram through its Director Shri Mukesh Kumar Sharma vide Sale Deed dated 24/05/2017 registered in the office of Sub registrar Mojmaab under Serial no. 201703426101552, Book No. 1, Zild No. 411, at page no. 183 and additional Book No. 1, Zild No. 1177, from pages 259 to 320.

3. **WHEREAS THE PROMOTER DECLARES THAT**

- 3.1. The Promoter is in lawful possession of the land admeasuring about 25742 sq. mtr. and there about lying and situated at Khasra no. 500, 652/505, 654/500 Gram Kotjewar, Tehsil- Mojmaab, District-Jaipur-302009, Rajasthan (hereinafter referred to as **"Project Land"** and more fully described in the **Schedule 1 Part A**).
- 3.2. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land.
- 3.3. The Promoter has obtained all other necessary permissions and approvals to develop the said property.
- 3.4. The said land is earmarked for the purpose of Residential housing, comprising of 122 plots (109 plots+1 Institutional area+12 shops) and the said project shall be known as **"MAHALAPURAM A-BLOCK"**.
- 3.5. 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.
- 3.6. The Chief Town Planner has granted the commencement certificate to develop the Project vide its approval number TPR1800/JJ5/24/Mojmaab/2016/521 dated 10/08/2016.
- 3.7. The Promoter has conceived, planned and is in the process of plotting of land known as **"MAHALAPURAM A-BLOCK"** after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots, institutional area, and commercial shops and includes the

For Homeland Real Estate Pvt. Ltd.  
  
 Director

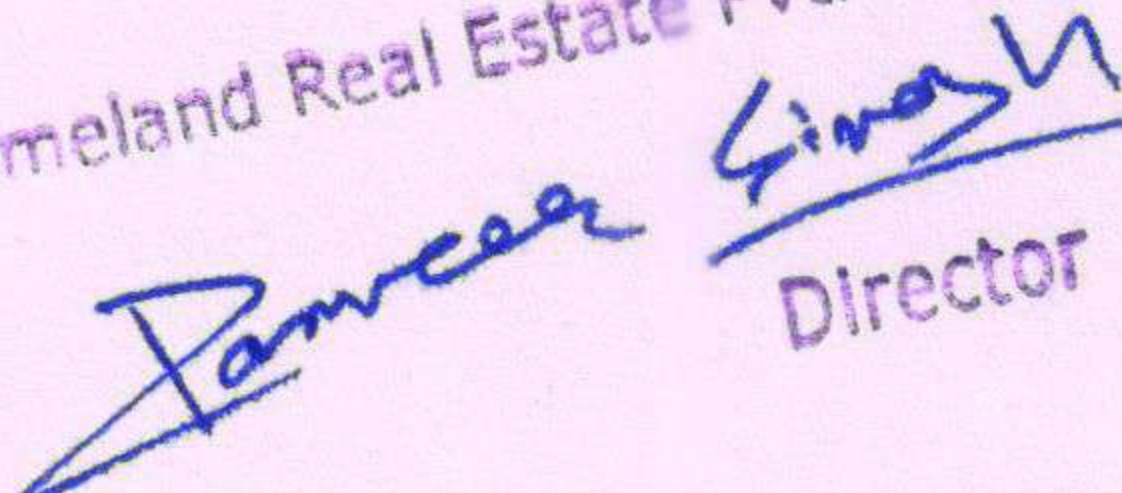


common areas, like roads and parks on a piece and parcel of land admeasuring about 25742 sq. mtr. and there about lying and situated at Khasra no. 500, 652/505, 654/500 Gram Kotjewar, Tehsil- Mojmadabad, District- Jaipur-302009, Rajasthan. The location details are fully described in the **Schedule 1 Part A.**

- 3.8. 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.rera-rajasthan.in](http://www.rera-rajasthan.in)) of the Authority.
  - 3.9. The Site Plan / Layout Plan of the said Project has been sanctioned by the Chief Town Planner vide its Letter No. TPR1800/JJ5/24/Mojmadabad/2016/521 dated 10/08/2016. A copy of the Site Layout Plan is enclosed.
  - 3.10. Approval of Specifications of the Said Project and permission of plotting of 122 plots (109 plots+1 Institutional area+12 shops) has been accorded by the competent Authority. The Specifications of the Project are specifically mentioned in **Schedule 3.**
- 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.
- 3.11. The details of plan of then plot/unit is given in **Schedule 2.**
  - 3.12. The details of plan of development works to be executed in the proposed Project as provided under clause (e) of sub-section (2) of section 4, are specifically mentioned in **Schedule 4.**
  - 3.13. The details of salient features of the proposed Project including access to the project, including street lighting, water supply/boring arrangements and any other facilities and amenities or other works proposed to be provided in the Project, are specifically mentioned in **Schedule 5.**
  - 3.14. The details of other external development works to be taken for the project are specifically mentioned in **Schedule 6.**
  - 3.15. The details of specifications of material used in construction are specifically mentioned in **Schedule 7.**
  - 3.16. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, boring, and all other above-mentioned internal/external development works is specifically mentioned in **schedule 8.**



- 3.17. Temporary fire NOC for the Project- **Not applicable.**
- 3.18. NOC from The Airport Authority of India- **Not applicable.**
- 3.19. Environmental Clearance from The State level Environment - **Not applicable..**
- 3.20. NOC from Public Health & Engineering Department - **Not applicable.**
- 3.21. The Promoter has opened a separate account in Indian Overseas Bank at **Ajmer Road branch** for the purpose as provided in subclause (D) of clause (I) of sub-section (2) of section 4.
- 3.22. 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 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/unit/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.  
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).
- 3.23. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.
- 3.24. The Allottee has applied for a Plot in the Project vide application no. .... dated ..... and has been allotted Plot no. .... having area \_\_\_\_\_sq yards type ....., 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" more particularly described in **Schedule 1 Part B** and the layout plan of the plot/unit is annexed hereto and marked as **Schedule 2**.
- 3.25. 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.
- 3.26. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

For Homeland Real Estate Pvt. Ltd.  
  
 Director



contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- 3.27. 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.

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

**1. TERMS**

- i. Subject to the terms & conditions as detailed in this Agreement, the Promoter/Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot/unit.
- ii. The Total Price for the Plot/unit with full break up is more particularly described in **Schedule 9 Part A**.
- iii. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot/unit.
- iv. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and GST, 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/unit to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

- v. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

The Allottee shall be liable to pay documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Plot,

IFMS /Maintenance Deposit shall be transferred to the Maintenance Society or its nominee at the time of conveyance of common areas and facilities to the

For Homeland Real Estate Pvt. Ltd.  
  
 Director



Maintenance Society without any interest. IFMS shall be non refundable in all respect.

The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part A Schedule 9** and be paid in the manner provided in **Part B Schedule 9** hereunder 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 change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- vi. The Total Price of plot includes price of land, construction of, not only the Plot but also, external development charges, in the Plot, the right to use the common areas, parks, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project.
- vii. 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/taxes/levies or introduction of new charges/levies/taxes 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/taxes 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 Said 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).

- viii. 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 in respect of the Plot/unit without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees.

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.



- ix. The Promoter shall confirm to the final plot Area that has been allotted to the Allottee(s) after the construction of the Plot is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the plot Area. The Total Price payable for the plot Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the plot Area then the Promoter shall refund the excess money paid by Allottee(s) 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 plot Area, which is not more than three percent of the plot Area of the Plot, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of at the same rate per sq. yrd of plot Area as mutually agreed by the parties at the time of agreement.
- x. The Promoter agreed and acknowledges, the Allottee shall have the right to the Plot/unit 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 Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Plot/unit includes recovery of price of land, construction of, not only the Plot/unit but also, the common areas, development charges, taxes, cost of providing electric wiring, street lighting, water line/ boring, maintenance charges etc. and includes cost for providing all other amenities and specification, if any to be provided within the plot and the Project;
  - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his plot.
- xi. It is made clear by the Promoter and the Allottee agrees that the plot shall be treated as a single indivisible plot for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is



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

- xii. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Plot/unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot/unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ 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.

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 through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Homeland Real Estate Private Limited** payable at **Jaipur**.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter.

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

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

For Homeland Real Estate Pvt. Ltd.  
*Ramveer Singh*  
 Director



have any right in the application/allotment of the Plot in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

**4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the 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 :**

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/unit to the Allottee and the common areas to the Maintenance Society.

**6. CONSTRUCTION OF THE PROJECT:**

The Allottee has seen, understood and accepted the approved layout plan, specifications, of the Plot and accepted the plan, payment plan and the specification 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, and specifications,. 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, and density norms and provisions prescribed by the relevant plot 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/UNIT:**

**7.1. Schedule for possession of the said Plot/unit:-** The Promoter agrees and understands that timely delivery of possession of the Plot/unit 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 Plot/unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_, (scheduled completion date) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot/unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from the date on

For Homeland Real Estate Pvt. Ltd.  
*Ravinder Singh*  
 Director



which termination became effective. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession:-** The Promoter, upon obtaining the completion certificate from the competent authority shall vide "offer letter" offer the possession in writing of the Plot/unit with demand of all the outstanding dues, Interest (if any ) and stamp duty, registration charges and documentation charges, other incidental charges. Further the promoter shall subject to the payment of entire dues, execute and register a conveyance deed and convey the title of the plot/unit and also handover the possession of the plot/unit to the allottee within 2 months from the date of obtaining the completion certificate.

Provided that in order to afford the transfer of title and handing over the possession of the plot/unit in an expeditious manner to the allottee and in order to afford the availability of plot/unit in time to the allottee, the promoter may offer for registration of the conveyance deed and transfer of possession to the allottee before obtaining the completion / occupancy certificate as the case may be as per the provisions prescribed under the Act and local laws.

It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.

After taking possession and the expiry of 2 months from the date completion of the project whichever is earlier the allottee shall be liable to pay maintenance charges

- 7.3. **Possession of the Allottee:-** After obtaining the Occupancy certificate/ completion certificate and handing over physical possession of the Plot/unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society .

- 7.4. **Failure of Allottee to take possession of Plot/unit:-** If the Allottee(s) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the Allottee(s). The Allottee(s) shall be liable to pay Rs. 10 for per Sq. yrd of plot area of the plot/unit per month for the each plot as holding charges to the promoter for the period it delays to take over the possession. The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, along with taxes as determined by the maintenance agency /Promoter / Maintenance society as the case may be. 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) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/ penalties



imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Plot on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Plot and all other penalties and interest liabilities of any nature whatsoever in respect of the Plot, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 45 days of such cancellation.

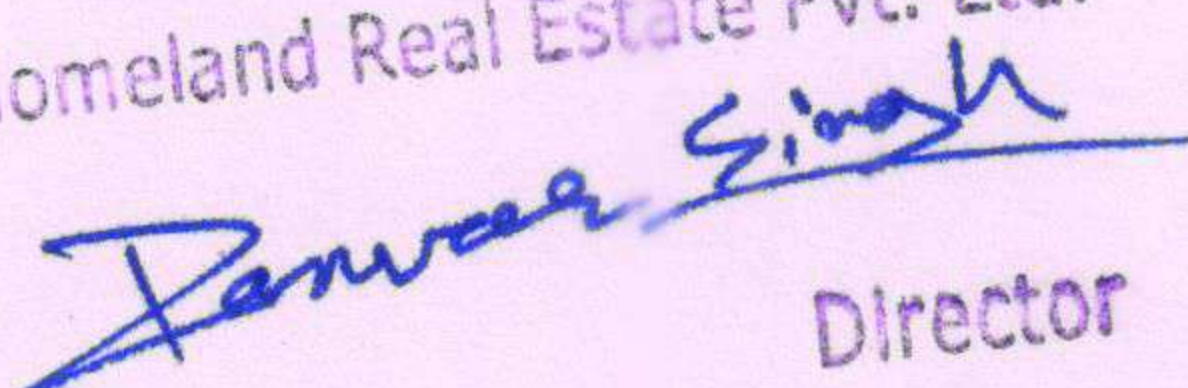
- 7.6. **Compensation:-** The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Plot/unit in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot/unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Plot/unit which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warranties to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;

For Homeland Real Estate Pvt. Ltd.  
  
 Director



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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the Plot/unit /Plot to the Allottee(s) within the time period specified 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

For Homeland Real Estate Pvt. Ltd.  
*Ramveer Singh*  
 Director



clause, 'ready to move in possession' shall mean that the Plot/unit or Plot shall be complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

- (i) On the occurrence of failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) After the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Plot and/or taking possession of Plot within the period mentioned in Offer Letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

In such circumstances the Promoter's rights/remedies are:

- a) The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the

For Homeland Real Estate Pvt. Ltd.  
*Ramdeo Singh*  
 Director



- Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- b) The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
  - c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. yrd. of the plot area of the plot/unit on monthly basis; (d) taxes (e); withhold registration of the conveyance deed of the Plot in favour of the Allottee(s); and to refuse possession of Plot to the Allottee(s) till payment of amounts is recovered;
  - d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
  - e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Plot. The Promoter shall be entitled to sell the Plot to any other person or otherwise deal with the Plot in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :
    - (i) The Booking Amount;
    - (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Plot;
    - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

#### 10. USAGE

That the said ownership rights in the plot shall be sold to the Allottee only for the purpose specified at the time of purchase subject to the specific condition that the Allottee shall have no right to use the plot for the bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes.

#### 11. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT/UNIT

For Homeland Real Estate Pvt. Ltd.  
*Ramveer Singh*  
 Director



- (i) That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other plots and/or Common Area / Common Parts/ Facility in the Plot.
- (ii) That the Allottee shall not do or suffer anything to be done in or about the said plot which may tend to cause damages to any Common Area/ Roads/ Streets in the Plot or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- (iii) That the allottee may, however, construct the house/structure in the said plot as approved by the concerned authority without causing damage or harm to the structure of other plots & architectural aspect thereof.
- (iv) That any explosives, combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by the Allottee under any circumstances in the said Plot.
- (v) The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority.
- (vi) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (vii) The Allottee undertakes not to sub-divide the said plot, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said plot, in favour of any person / promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so induced by the allottee shall also be bound by the terms and conditions of this agreement.

#### 12. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

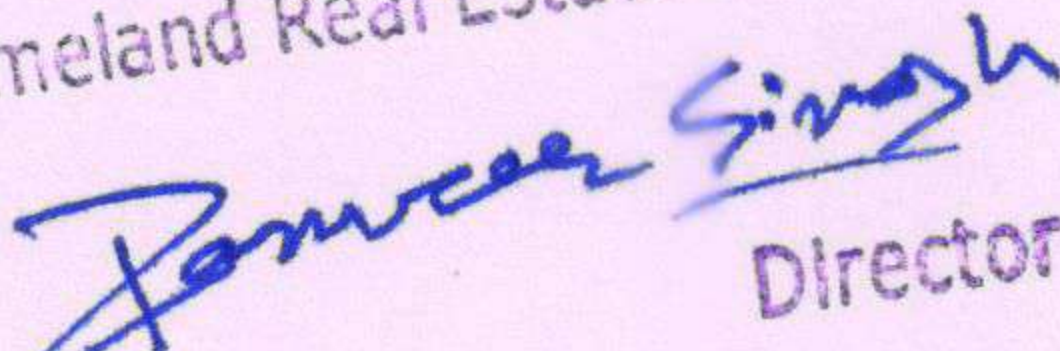
The Parties are entering into this Agreement for the allotment of a plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

#### 13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

#### 14. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar- Tehsil- Mojmabad, Jaipur, Rajasthan 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

For Homeland Real Estate Pvt. Ltd.  
  
 Director



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.

**15. 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/unit Plot, as the case may be.

**16. RIGHT TO AMEND :**

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

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

**18. WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at its sole 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.

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.

**19. 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.

For Homeland Real Estate Pvt. Ltd.  
*Ramveer Singh*  
 Director



**20. 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 Plot area of the Plot/unit bears to the total Plot area of all the Plot/unit in the Project.

**21. 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.

**22. 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 ----- 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 Tehsil- Mojmabad, Jaipur, Rajasthan Hence this Agreement shall be deemed to have been executed at Tehsil- Mojmabad, Jaipur, Rajasthan.

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.

**23. 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).

**24. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the plot may be, prior to the execution and registration of the agreement

For Homeland Real Estate Pvt. Ltd.  
*Ramveer Singh*  
 Director



for sale for such plot, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

**25. JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

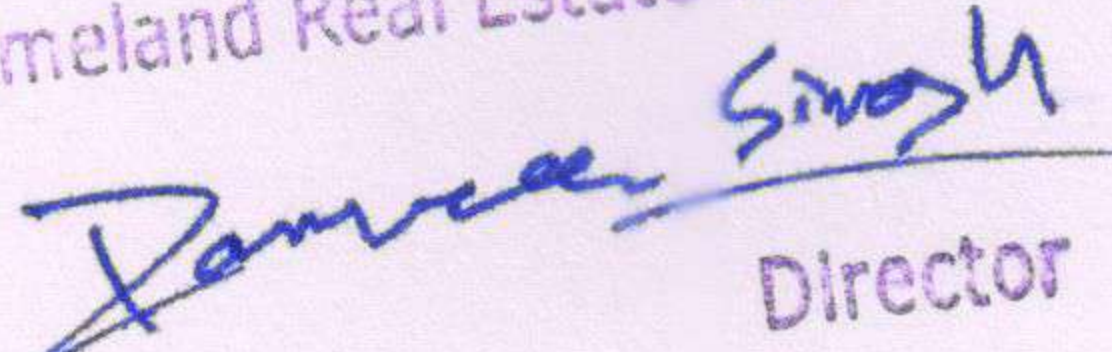
**26. DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions. On failure of all measures mentioned herein before, the dispute shall be settled in the manner as provided under the act.

**27. LOAN FACILITY:**

In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Plot applied for, the Promoter shall facilitate the process subject to the following:

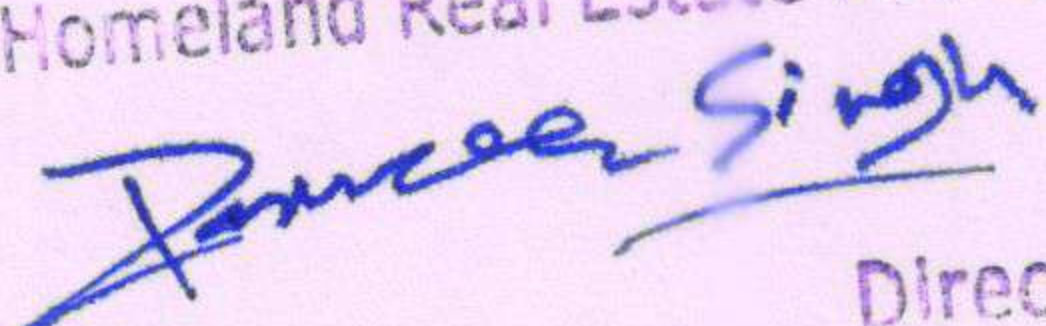
- i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses shall be applicable.

**28. DISCLOSURE:** That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

For Homeland Real Estate Pvt. Ltd.  
  
 Director



29. **INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).
- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
  - b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.
30. **SPECIFIC PERFORMANCE:** The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.
31. That this Agreement has been executed in duplicate. One copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
32. That all annexures and Schedules annexed with Agreement are integral part of this Agreement.

For Homeland Real Estate Pvt. Ltd.  
  
 Director



IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at the date mentioned above 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 <b>Homeland Real Estate Private Limited</b>
Name Signature Designation
WITNESSES 1- Signature Name Address 2- Signature Name Address

For Homeland Real Estate Pvt. Ltd.

*Ravinder Singh*  
Director



**Schedule-1****Part A****(Details of land holdings of the Promoter and location of the Scheduled Land)**

The piece and parcel of the plot of land admeasuring 25742 sq. mtr. and there about lying and situated at Khasra no. 500, 652/505, 654/500 Gram Kotjewar, Tehsil-Mojmabad, District-Jaipur-302009, Rajasthan, Bounded on the:-

**In North:** other land.....

**In South:** 25 mtr wide road

**In East:** other land

**In West:** other land

Other details of the location of the Project

**Part B****Description of plot**

Application No.	
Plot No.	
Plot Area	
Plot No.	

**Schedule 2****Layout Plan of the Plot/unit in the said project****Schedule 3****(Specifications of the Project)**

- Road, Block boundary, leveling of land, demarcation of plot, Park development, plantation and boring.

**Schedule 4****(Detailed Plan of Development Works to be undertaken)**

As mentioned in Schedule-8

**Schedule 5****(Detailed of salient features of the Proposed Project)**

- Road, Block boundary, leveling of land, demarcation of plot, Park development, plantation and boring.

**Schedule 6**



**(Other External Development Works)**  
As mentioned in **Schedule-8**

**Schedule 7**  
**(Details of Specifications of Material used in construction)**

- Cement, Rock/stone and dust, Dammar, Concrete

**Schedule 8**  
**(Stage wise time-schedule of completion of the Project/ Phase)**

Stage	Date by which the works are proposed to be completed	Details of works to be Completed
Levelling of land	Completed	
Gravel Road	Completed	
Block boundary	December 2018	
Boring	December 2018	
Plot marking	July 2019	
Plantation	December 2019	
Park development	June 2020	
Dammar Road	December 2021	

**Schedule-9**

**Part A**

Plot Price of the plot is Rs. \_\_\_\_\_ (In words Rupees \_\_\_\_\_ only )

**[Note:** the effect of reduction in rate of tax on supply of Goods or services or the benefit of input tax credit had been considered in the price of the plot. The allottee has understood the same and will not raise any objection in this regard.]

**Part B**

**Booking Amount and Advance Payment:** The Allottee/ Purchaser has paid Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.



S. NO.	Cheque No.	Dated	Amount	Service Tax/GST	Drawn on
	<b>TOTAL</b>				

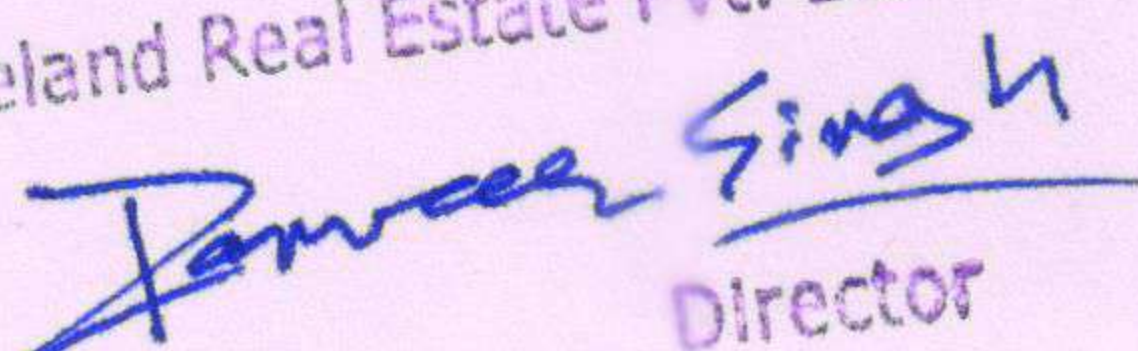
**Balance Payment Schedule:** The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs...../- (Rupees ..... only) which shall be payable in instalments in the following manner:

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
1	At the time of booking	10% of sale value
2	At the time of leveling and gravel roads	20% of sale value
3	At the time of Block boundary	20% of sale value
4	At the time of demarcation of plot	20% of sale value
5	At the time of park development and plantation	10% of sale value
6	At the time of boring	10% of sale value
7	At the time of registry	10% of sale value

#### Schedule-10

##### (Details of Common Areas of the Project)

S.no	Common areas	Area (in sq mtrs.)
1.	Roads	6479.57
2.	Parks	1290.27

For Homeland Real Estate Pvt. Ltd.  
  
 Director