

**Government of Rajasthan**  
**REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER**  
**SUB-REGISTRAR : NEEMRANA**

**Fee Receipt**

Appendix I-Form No. 9 (Rule 75 & 131)

Print Date : 07-02-2024 12:30 PM

Fee Receipt No	: 202402120000675	Receipt Date	: 07/02/2024
Name	: NITISH RATHI,	Document S. No.	: 202401120000663
Address	: 273 ,VILL MOHAMMADPUR DEWMAL ,BIJNOR ,BIJNOR		
Document Type	: Agreement		
Face Value	: ₹ 2222000	Evaluated Value	: ₹ 901698
Ord-Registration Fee	: ₹ 1000	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 300	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 3333	Stamp Duty	: ₹ 11110
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 15743
		Total Amount	: ₹ 15743

Mode of Payment (#Mode Number Amount #)

\*Rebate U/S 9(1) : ₹ 55550

# e-Gras Challan 85412604 ₹ 15743

Signature of presenter or applicant for  
copy or Search certificate

Signature of recipient  
and date of return receipt

Cashier

SUB-REGISTRAR


सब रजिस्टार नीमराना

**Under 54 Endorsement**

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 2222000 मानते हुए इस पर देय कमी मुद्रांक राशि रु 11110 पर कमी पंजीयन शुल्क रु 1000, सरचार्ज राशि 3333 कुल रु 15443 रसीद संख्या 202402120000675 दिनांक 07-02-2024 में जमा किये गये हैं।

अतः दस्तावेज को रु 11110 के मुद्रांकों पर निष्पादित माना जाता है।

202401120000663

  
उप पंजीयक, NEEMRANA

Agreement to Sale without possession for residential unit between Developer and purchaser  
Under CM Jan Aawas Yojna

**Registration Endorsement**

आज दिनांक 07/02/2024 को  
पुस्तक संख्या 1 जिल्द संख्या 262 में  
पृष्ठ संख्या 78 क्रम संख्या 202403120100425 पर पंजीबद्ध किया गया तथा  
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 1051 के  
पृष्ठ संख्या 223 से 274 पर चस्पा किया गया।

202401120000663

  
उप पंजीयक, NEEMRANA

Agreement to Sale without possession for residential unit between Developer and purchaser Under  
CM Jan Aawas Yojna



#### Presentation Endorsement

आज दिनांक 07 माह 02 सन् 2024 को 12:20 PM बजे  
श्री/श्रीमती/सुश्री PURE AWAS BUILDERS LLP BY SANDEEP KUMAR  
पुत्र/पुत्री/पत्नि श्री DHARMVIR SINGH YADAV  
उम्र 39 वर्ष, जाति 0-AHIR, व्यवसाय Business  
निवासी House No.:., Colony: ., Area: VILL GANDALA, City: BEHROR,  
Pin code: 301709, District: ALWAR, State: RAJASTHAN  
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता  
202401120000663

हस्ताक्षर उप पंजीयक,  
NEEMRANA

Agreement to Sale without possession for residential unit between Developer and purchaser Under  
CM Jan Aawas Yojna

#### Fees Receipt Endorsement

रसीद नं.	202402120000675
दिनांक	07-02-2024
पंजीयन शुल्क ₹	1000
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	11110
कमी सरचार्ज शुल्क ₹	3333
कुल योग	15743

202401120000663

उप पंजीयक, NEEMRANA

Agreement to Sale without possession for residential unit between Developer and purchaser Under CM  
Jan Aawas Yojna

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 85412604 ₹ 15743

#### Endorsement of Execution









अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री PURE AWAS BUILDERS LLP BY SANDEEP KUMAR, पुत्र/पुत्री/पति श्री DHARMVIR SINGH YADAV, व्यवसाय Businessजाति 0-AHIR House No.:., Colony: ., Area: VILL GANDALA , City: BEHROR, Pin code: 301709, District: ALWAR, State: RAJASTHAN			Executant Age : 39 Signature : 
2	श्री/श्रीमती/सुश्री NITISH RATHI, पुत्र/पुत्री/पति श्री DHALGOPAL SINGH RATHI, व्यवसाय Otherजाति 0-RATHI House No.:273, Colony: VILL MOHAMMADPUR DEWMAL, Area: THANA MANDAWARMOHAMMADPUR DEOMAL , City: BIJNOR , Pin code: 246721, District: BIJNOR, State: UTTAR PRADESH			Claimant Age : 33 Signature : 
3	श्री/श्रीमती/सुश्री SHALU DESHWAL, पुत्र/पुत्री/पति श्री NITISH RATHI, व्यवसाय Housewifeजाति 0-HINDU House No.:., Colony: VILL SADULLAPUR, Area: HAKIMPUR MANDAWALI, City: BIJNOR, Pin code: 246749, District: BIJNOR, State: UTTAR PRADESH			Claimant Age : 32 Signature : 

ने लेख्यपत्र Agreement to Sale without possession for residential unit between Developer and purchaser Under CM Jan Aawas Yojna को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया ।

प्रतिफल राशि रु 2222000/- पूर्व में / मेरे समक्ष / में से रु 2222000/- पूर्व में ————— ये मेरे समक्ष प्राप्त करना स्वीकार किया ।

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है , जिनके हस्ताक्षर एवं अंगूठा निशान मेरे समक्ष लिए गए है।

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1	Name: श्री/श्रीमती/सुश्री PARMILA RANI, पुत्र/पुत्री/पति श्री AJAY KUMAR जाति HINDU Age: 33 Add: House No.:., Colony: ., Area: GUJARWAS NAMAUL , City: NAMAUL , Pin code: 123021, District: MAHENDRAGARH, State: HARYANA			Signature 
2	Name: श्री/श्रीमती/सुश्री AJAY KUMAR , पुत्र/पुत्री/पति श्री BHEEM SINGH जाति HINDU Age: 34 Add: House No.:., Colony: ., Area: TIGRA , City: MAHENDRAGARH , Pin code: 123021, District: MAHENDRAGARH, State: HARYANA			Signature 

202401120000663

  
उप पंजीयक, NEEMRANA

Agreement to Sale without possession for residential unit between Developer and purchaser Under CM Jan Aawas Yojna

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**), hereinafter referred to as the Agreement, is executed on \_\_\_\_\_

**BY AND BETWEEN**

**Pure Awas Builders LLP** (LLP Reg. No AAA-5917) Limited Liability Partnership Firm, duly registered and existing under the provisions of the Limited Liability Partnership Act, 2008, and having its registered address at 11 KAPASHERA ESTATE, South West Delhi, NEW DELHI, Delhi, India, 110037 and corporate office at 5<sup>th</sup> Floor, 526, BTP Park Centra Building, Sector 30, Gurgaon, 122001 and its PAN is AANFP2456J, represented by its authorized signatory Sandeep Jain bearing AADHAR no. 983642158849 duly authorized vide board resolution dated 17-April-2023 hereinafter referred to as the "Land Owner" (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 **FIRST PART**.

**AND**

Mr. Nitish Rathi S/o-Dhargopal Singh Rathi, 273, Village and Post Mohammadpur Dewmal, Thana Mandawar, Mohammadpur Deomal Bijnor, Uttar Pradesh-246721. (Hereinafter singly/ jointly, AADHAAR NO-2788 5993 4745. PAN NO- BINPR8104G. And Mrs. Shalu Deshwal, W/o- Nitish Rathi R/o-A 138 Villa Asha Deep Green Acres Neemrana, A,138 Villa Asha Deep Green Acres Neemrana, A138 Villa Asha Deep AADHAAR NO-4892 8263,2014. PAN NO-FKMPD8885F. 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**. The Promoter and the Allottee(s) hereinafter be collectively referred to as "Parties" and Individually as a "Party".

**WHEREAS:**

A. WHEREAS the Promoter declares that the Land Owner owns a freehold plot of land measuring

Developer

For Pure Awas Builders LLP

Authorized Signatory

Allottee

सब रजिस्टार नीमराना





9532.06 Square meters (approx..) situated at Khasra nos. 1079(part), 1080(part) 1081(part), 1082(part), Village- Kundansinghpura, tehsil- Neemrana, District Alwar, State Rajasthan (hereinafter referred to as "Plot of Land" or "Land") duly registered with the office of the sub-registrar Dist. Alwar, Rajasthan; (more fully described in the **Schedule-1**).

- B. The Promoter has a legal title to the Land with legally valid documents and has rights to construct on and develop over the land. The Land was purchased by the Promoter from the Land Owner on 03-Nov-2011, as stated in the Registered Sale Certificate dated 03-Nov-2011 issued by Registration and Stamps Department, Rajasthan, Alwar, Sub-Registrar: jaipur.
- C. The said Land is earmarked for the purpose of Residential project, comprising 92 Villas and the said project shall be known as "Shubhashray Vilas"
- D. 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.
- E. Further the JDA has granted the commencement certificate to develop the Project vide its approval dated 11-Nov-2020;
- F. The Promoter states that the Land is free from all encumbrances.
- G. The Promoter has conceived, planned, has constructed and developed a real estate project known as "Shubhashray Vilas" (hereinafter referred to as the "Project") after getting necessary permissions/ approvals from the concerned competent authorities and which *inter-alia* comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 9532.06 Square meters (approx..) situated at Khasra nos. 1079(part), 1080(part) 1081(part), 1082(part), Village- Kundansinghpura, tehsil- Neemrana, District Alwar, State Rajasthan ,And latitude & longitude of the end points of the Project are 26.7184276 and 75.7923938 respectively. The location details are fully described in the **Schedule-1**.
- H. The Project has been registered with the Real Estate Regulatory Authority on 15-03-2023 and the Project Registration Certificate registration is valid for a period of 5 years commencing from 2023 and ending with 2028 unless extended by the Authority. The details of the Promoter and Project

Developer

For Pure Awas Builders LLP

*Signature*  
Authorized Signatory

Allottee

*Signature*

For Pure Awas Builders LLP

are also available in the website <https://rera.rajasthan.gov.in/> of the Authority.

- I. The layout plan/ site plan of the Project Shubhashray vilas Phase / whole Project) has been sanctioned dated 13-Feb-2023 by the Origin Architects, and copy of which is enclosed as **Schedule-2.**
- J. 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;
- K. The details of Floor plan of **the Unit No-B-1** and for tower/ block of the Project is given in **Schedule-3.**
- L. The details of plan of development works to be executed in the Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4 of the Act, are as under: schedule 5
- M. The details of salient features of the Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under: Schedule 5
- N. The details of other external development work to be taken for the Project are as under: Schedule 6
- O. The details of specifications of material used in construction are as under: Schedule 5
- P. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above- mentioned internal/external development works is as under: Annexure 1
- Q. A temporary fire NOC for the Project has been accorded by the N/A vide No N/A dated N/A (Applicable only in case such NOC is required under local law)
- R. Environmental Clearance from the department concerned has been obtained for the Project.
- S. Public Health & Engineering Department has also given NOC for developing the Project.
- T. The Promoter has opened a separate account in Branch DLF, Sector 30, Gurgaon (HR), Gurgaon,

Developer

For Pure Awas Builders LLP

Authorized Signatory

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Allottee



122009 of Axis Bank (A/C no: 911020044918108) for the purpose as provided in sub-clause (b) of clause (i) of sub-section (2) of section 4 of the Act.

U. The Allottee has applied for a Unit in the Project *vide* application for provisional allotment Date **24-July-2023** and has been allotted Unit no. B-1 having carpet area of **442.38** square feet, type **2 BHK Simplex Vilas** in [tower/block/building] **Shubhashray Vilas ("Building")** along with garage/covered parking no. N/A and measuring N/A feet in the N/A *Please insert the location of the garage/covered parking*, as permissible under the applicable law and of *pro rata* share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in **Schedule-4** and the floor plan of the Unit is annexed hereto and marked as **Schedule-3**. Note: Garage includes covered car parking/basement car parking/stilt car parking.

Or

V. The Allottee has applied for a plot in the Project *vide* application no N/A and has been allotted plot no. [ having N/A area of N/A square feet and plot for garage/ covered parking no N / A admeasuring N/A\_square feet ( if) N/A

W. In the N/A *Please insert the location of the garage/covered parking*, as permissible under the applicable law and of *pro-rata* share in the common areas as defied under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in **Schedule-4**.

X. Consequently, the Promoter has provisionally confirmed the booking of the Unit to the Allottee through a Letter of **Provisional Allotment** dated **24-July-2023**.

Y. And WHEREAS the Allottee acknowledges that the Promoter has readily provided all information and clarifications as required by the Allottee and that the Allottee has not relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter, its selling agents/brokers, or otherwise, including but not limited to, any representations relating to description or physical condition of the Land, or any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/amenities to be made available to the Allottee or any other data except as specifically represented in this Agreement and that the Allottee has relied solely on his own judgment and

Developer

For Pure Awas Builders LLP

  
Authorized Signatory

Allottee



For Pure Awas Builders LLP

Authorized Signatory



Investigation in deciding to enter into this Agreement and to purchase the Unit. No oral or written representations or statements shall be considered to be part of this Agreement and this Agreement is self-contained and complete in itself in all respects.

Z. AND WHEREAS the Allottee has confirmed to the Promoter that the Allottee is entering into this Agreement, with eyes wide open, and with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Land, and the Unit and in particular the terms and conditions contained in this Agreement and that the Allottee has clearly understood his rights, duties, responsibilities, obligations under all of the clauses of this Agreement.

AA. And WHEREAS the Promoter, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

BB. 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 Unit in the Project vide his/her/their/its application for **provisional allotment dated 24-July-2023** The Allottee(s) has also deposited a sum of Rs 2,22,200/- ( Rupees-Two Lakh Twenty Two Thousand Two Hundred Only ) as an advance payment/ booking amount including application fee (not being more than 10% (ten percent) of the cost of the apartment/plot as provided in sub-section (1) of section 13 of the Act) 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.

CC. Consequently, the Promoter has provisionally confirmed the booking of the Unit to the Allottee through a **Letter of Provisional Allotment dated 24-July-2023**

DD. 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.

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

Developer

For Pure Awas Builders LLP

  
Authorized Signatory

  
सब रजिस्टार नीमराना

  
Allottee

agrees to purchase the Unit and the garage/covered parking (if applicable) as specified in para V above.

FF. 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.

### INTERPRETATION

1. In this Agreement, unless the context otherwise requires:
  - (a) the headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
  - (b) the words importing singular shall include plural and vice versa;
  - (c) reference to any gender shall include the other and the neutral gender;
  - (d) reference to the words "include" or "including" shall be construed without limitation;
  - (e) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.
2. The expressions referred to in this sub-clause, unless repugnant to the context shall have the meaning assigned to them hereunder:
  - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
  - (b) "Additional Area Charges (ALC)" shall mean the consideration payable by the Allottee towards the purchase of the Additional Plot Area and/or Additional Built-up Area in terms of this Agreement;
  - (c) "Additional Built-Up Area" shall mean any additional constructed area marked as "Additional Built-Up Area" in the Layout Plan and is required to be bought by the Allottee on per sq. ft. basis along with the Unit;
  - (d) "Additional Plot Area" shall mean the unconstructed area adjacent to the Unit marked as "Additional Plot Area" in the Layout Plan and is required to be bought by the Allottee on per sq. ft. basis along with the Unit;
  - (e) "Agreement" shall mean this Agreement, its schedules and annexures and any amendments thereto made in accordance with the provisions of this Agreement;

Developer

For Pure Awas Builders LLP

  
Authorized Signatory

Allottee

  
Allottee



(f) **Allottee(s)** shall mean the Person(s) who is/are entering into this Agreement with the Promoter for the allotment of the Unit in the Complex, whose particulars are set out in this Agreement;

(g) **Application** shall mean the Application for Booking submitted by the Allottee for booking of the Unit in the Complex;

(h) **Applicant(s)** shall mean, Allottee being the Person(s) who has submitted the Application;

(i) **Booking Amount** shall mean and include amounts paid by the Applicant(s)/Allottee(s) to the Promoter prior to and along with the Application. For the avoidance of doubt, it is clarified that any amounts paid by the Applicant(s)/Allottee(s) after the submission of the Application or as part of the Payment Plan shall not be included in the Booking Amount;

(j) **Building** shall mean the building/plot in which the Unit is located. For the avoidance of doubt, Ground Floor and the First Floor above shall be considered one building;

(k) **Built Up Area** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% (fifty percent) of thickness of such wall shall be taken in consideration for calculating the built-up area;

(l) **Common Areas and Facilities** in relation to the Complex (*defined hereinafter*) includes but is not limited to lawns, pathways and passageways, entrance pavilion, service areas, transformer room, meter room, generator room, pump house, main and auxiliary water tanks, space on roof of the First Floor for water tanks, facilities management/ maintenance office, living quarters of facility management /maintenance staff, guard house, other architectural features if provided and such other areas within the Complex that may be designated by the Promoter or Maintenance Agency to be Common Areas. It is further clarified that common areas are meant for the use of all allottees/ occupants of Units in the Complex;

(m) **Complex** shall mean the entire Land measuring 9532.06 Square meters (approx..) situated at Khasra nos. 1079(part), 1080(part) 1081(part), 1082(part), Village- Kundansinghpura, tehsil- Neemrana, District Alwar, State Rajasthan consisting of Units, Commercial Shops, Common Areas and Facilities and such other structures as may be developed by the Promoter as part of this Complex;

(n) **First Floor** shall mean the upper floor of a Building in the Complex and shall include all Units/Commercial Shops such floor;

(o) **Foot print of the building** shall mean the precise land underneath the building;


Developer

For Pure Awas Builders LLP

Authorized Signatory

Allottee

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(p) "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to:

- A. acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities etc.;
- B. explosions or accidents, air crashes and shipwrecks;
- C. strikes or lock outs, industrial disputes, dispute with construction agencies appointed by the Promoter;
- D. non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- E. war and hostilities of war, riots, militant action, bandh or civil commotion;
- F. non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the commencement certificate, intimation of disapproval and/or any other certificate as may be required;
- G. non-availability of water supply, power connection or other such resources on account of slow down or delay in government approvals;
- H. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- I. any event or circumstances analogous to the foregoing.

(q) "Ground Floor" shall mean the lower floor of a Building in the Complex and shall include all Units/Commercial Shops such floor;

(r) "Interest" means the interest payable at the rate of 2% (two percent) over and above the current SBI highest marginal cost of lending rate;

(s) "Interest Free Maintenance Security (IFMS)" shall mean a sum of Rs.25000/- to be deposited by the Allottee before payment of final instalment as per the Payment Plan of the Unit as a non-refundable interest free security deposit against upkeep and maintenance of the Complex and

Developer

For Pure Awas Builders LLP



Authorized Signatory

Allottee





services provided therein;

- (t) **Layout Plan** shall mean the layout plan of the Unit and the Complex as annexed herewith and marked as **Schedule 2**. The Parties agree and acknowledge that the Layout Plan may be amended as per requirements of applicable law/competent authorities or at the discretion of the Promoter;
- (u) **Letter of Provisional Allotment** shall mean the letter for confirmation of booking of the Unit issued by the Promoter to the Applicant/Allottee(s);
- (v) **Maintenance Agency** shall mean the agency as may be appointed by the Promoter for the upkeep and maintenance of the Common Areas and Facilities in the Complex;
- (w) **Maintenance Agreement** shall mean an agreement, if any, to be signed and executed at a later date upon completion of the Unit/Retail Shop/Complex, between the Allottee and the Promoter and /or the Maintenance Agency for the upkeep and maintenance of the Common Areas and Facilities in Complex;
- (x) **Maintenance Charges** shall mean the charges payable by the Allottee to the Promoter or the Maintenance Agency for services/utilities/facilities rendered by the Maintenance Agency which includes providing security at the gate, plumbing, landscaping, providing lighting in the Common Areas, maintenance of the main water tank, maintenance of the common water supply lines, sewage treatment plants, maintenance of inside roads in the Complex and garbage collection;
- (y) **Maintenance Society** shall mean the society, association or body, by whatever name called, that maybe formed under clause (e) of sub-section (4) of section 11 of the Act;
- (z) **Para** means a para of this Agreement;
- (aa) **Payment Plan** shall mean the payment plan annexed herewith and marked as **Annexure A**;
- (bb) **Person** shall mean any individual, sole proprietorship, unincorporated association, body corporate, trust, any governmental authority or any other entity or organization;
- (cc) **Plot Area** shall mean the plot area of the Unit as detailed under the Layout Plan;
- (dd) **Preferential Location Charges (PLC)** shall mean such charges as may be applicable to certain Units/Commercial Shops based on the location of the Unit in the Complex as per the rates indicated in the Payment Plan;
- (ee) **Provisional Allotment** shall mean the confirmation of booking of the Unit in the name of Allottee through a Letter of Provisional Allotment;
- (ff) **Registration Date** means the date of registration of sale / transfer of title and ownership of the Unit to the Allottee in accordance with the terms of this Agreement;

Developer

For Pure Awas Builders LLP

*Signature*

Authorized Signatory

*Signature*  
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*Signature*  
Allottee



- (gg) "Roof Rights" shall mean the roof rights to be assigned to the Allottee of the First Floor except the common area on roof where water tanks for two units will be installed for both the Ground Floor and the First Floor;
- (hh) "Rules and Regulations" means rules and regulations as prescribed under Real Estate (Regulation and Development) Act, 2016, Rajasthan Real Estate (Regulations and Development Rules), 2017, and Rajasthan Apartment Ownership Act, 2015.
- (ii) "Sale Deed" shall mean the deed of conveyance which shall convey the title of the Unit in favour of the Allottee in accordance with this Agreement;
- (jj) "Total Price" shall mean total price as defined under clause 4.2 below.
- (kk) "Unit"/ "Commercial Shop" means the fully constructed Unit No-B-1 as earmarked in the Layout Plan of the Complex.

3. 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

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

4. CONSIDERATION:

- 4.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase and receive the Unit as specified in para 'AA' above.
- 4.2 The Total Price for the Unit based on the carpet area is Rs 22,22,000/- (Rupees Twenty-Two Lakh Twenty-two thousand only) ("Total Price") (Give break-up and description): -

Block/ ..... Building/ Tower no.	Rate of Unit per square feet*
Unit No. B-1	4973.11
Type 2bhk	
Simplex Vila	

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Total Price (in Rupees)	22,22,000/-

\* Provide break-up of the amounts such as cost of Unit, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Clause 25 etc., if/ as applicable.

Garage/covered parking-1	Price for 1 (in Rs.)
Garage/covered parking-2	Price for 2 (in Rs.)
Total price (in Rupees)	

OR

And (if/as applicable)

Plot No.	Rate of Plot per square feet*
Type	
Location	
Total price (in Rupees)	

\* Provide break-up of the amount such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per Clause 25 etc., if/ as applicable.

and (if/as applicable)

Garage/covered parking-1	Price for 1 (in Rs.)
Garage/covered parking-2	Price for 2 (in Rs.)

Developer

For Pure Awas Builders LLP

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Total price (in Rupees)	

**Explanation:**

The Total Price above includes the booking amounts of Rs 2,22,200/- (Rupees Two Lakh Twenty-Two Thousand Two Hundred Only) paid by the Allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'AA'.

- (i) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/ Plot to the Allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee 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;

- (ii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee 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 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;
- (iii) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, 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 Clause 25 etc. and includes cost

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*Signature*



(iv) for providing all other facilities, amenities and specification to be provided within the Unit/ Plot and the Project.

4.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/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 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.

4.4 As mentioned in para 'AA' above, the Promoter has already received an advance/ booking amount from the Allottee a sum of Rs. **2,22,200/-** (Rupees-Two Lakh Twenty-Two Thousand Two Hundred Only) (not being more than 10% (ten percent) of the total cost of the Unit as provided in sub-section (1) of section 13 of the Act) out of the total price of Rs. **22,22,000/-** (Rupees Twenty-Two Lakh Twenty-Two Thousand Only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. **19,99,800/-** (Rupees Nineteen Lakh Ninety-Nine Thousand Eight Hundred Only) of the total price strictly in accordance with the payment plan given below:

For Pure Awas Builders LLP

*Signature*  
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*Signature*  
Allottee



Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term&Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the Allottee
Balance Booking Amount (Within 30 days of Registration)	10	222200	Within 30 days of Registration
On Builder Buyer Agreement	10	222200	21 days from the date of demand
On completion of Foundation	20	444400	21 days from the date of demand
On completion slab	20	444400	21 days from the date of demand
Completion of Structural Framework	20	444400	21 days from the date of demand
Completion of internal and external plaster	15	333300	21 days from the date of demand
On offer of possession	5	111100	21 days from the date of demand

4.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 5 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

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

Developer

For Pure Awas Builders LLP

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Authorized Signatory

Signature of Allottee

Signature of Allottee



- 4.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the 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 Clause 4.2 above.
- 4.8 Subject to Clause 20.3 the Promoter agreed and acknowledges, that upon execution of the Sale Deed, and upon payment of the Total Price and related charges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment/Plot;
  - (ii) The Allottee shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee in the common areas is indivisible and cannot be divided or separated, the Allottee 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/ Plot 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 Clause 25 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ 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 Apartment/ Plot.

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4.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with garage/ covered 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 of the Project.

4.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee which it has collected from the Allottee(s), for the payment of outgoing/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 outgoing/ dues collected by it from the Allottee 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 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.

4.11 The Allottee has paid a some of Rs.2,22,200/- (Rupees Two Lakh Twenty-Two Thousand Two Hundred Only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at Clause 4.4 above as may be demanded by the Promoter within the time and manner specified therein.


Provided that if the Allottee 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 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).

**5. MODE OF PAYMENT:**

Developer

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Allottee 



Pure Awas Builders LLP

Notary Seal



- 5.1. 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 Clause 4.4 above through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of Pure Awas Builders LLP payable at Neemrana.
- 5.2. Any payments made by such cheques / demand drafts/pay orders/banker cheques shall be considered valid until only after such instruments have been honoured by the Promoter's bank and credited to the Promoter's bank account.
- 5.3. In the event of dishonour of any cheque/demand draft/pay order/ banker's cheque pertaining to the amount payable in terms of the Payment Plan, a sum of INR.500/- (Rupees Five Hundred Only) towards administrative charges will be charged to the Allottee in respect of each such cheque/ demand draft/pay order/banker's cheque.
- 5.4. Breach of clause 5.1 will be an event of default in terms of clause 20.3.

#### 6. EXECUTION AND REGISTRATION OF SALE DEED:

- 6.1. Upon receipt of Total Price and/or other dues and charges payable by the Allottee in terms of this Agreement, the Sale Deed and/or other requisite instruments shall be executed and registered by the Promoter so as to transfer the title of the Unit absolutely in favour of the Allottee(S).
- 6.2. The Promoter shall determine the registration date for affecting the registration of transfer of ownership of the Unit to the Allottee vide the Sale Deed and shall notify such registration date in writing to the Allottee at least 7 (seven) days in advance (hereinafter referred to as "Intimation").
- 6.3. The Allottee or his authorized representative shall attend and execute the Sale Deed on the said date in the office of concerned registering authority. In the event the Allottee or his authorized representative is unable to attend and execute the Sale Deed on the said date, the Allottee shall notify the Promoter of such inability in writing at least 3 (three) working days in advance of the registration date and the Parties shall mutually determine and agree on a fresh registration date.
- 6.4. The Allottee(s) should ensure that the registration of Sale Deed should take place within 30 (thirty) days of the Intimation being received by the Allottee and in the event of failure of the Allottee to register the Sale Deed within such time he shall be liable to pay the Promoter compensation @ Rs 5/- (Rupees five only) per sq. ft. of Built-Up Area per month for the entire period of such delay.

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7. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 7.1. The Allottee, if he resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act") and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil 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.
- 7.2. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 7.3. The Promoter accepts no responsibility in regard to matters specified in Clause 7.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

8. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head of dues against lawful outstanding of the Allottee against the Apartment/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.

Developer

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## 9. TIMEISSESENCE:

- 9.1. 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/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.
- 9.2. The Allottee agrees that time is of essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee as per this Agreement and/or as demanded by the Promoter from time to time and also to perform/observe all the other obligations of the Allottee under this Agreement.

## 10. CONSTRUCTIONOFTHEPROJECT:

- 10.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Allottee hereby acknowledges that he has examined and accepted the Layout Plans, designs, specifications of the Unit made available to him for review. It is also acknowledged by the Allottee that the said documents are kept at the Promoter's Head Office at Gurgaon and are available for review at any reasonable time, with sufficient notice.
- 10.2. 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 clause by the Promoter shall constitute a material breach of this Agreement.
- 10.3. However, the Allottee(s), hereby, agrees that the Promoter shall have the right to make such variations, additions, alterations and modifications in the Layout Plan and /or specifications, as and when required, on account of sanction / revision of building plans by the concerned government

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authorities or otherwise at the discretion of the Promoter or due to technical reasons, site conditions or any other reasons and the same may include (but shall not be limited to) change in the position of the Unit, increase / decrease in size thereof, change in floor plan, layout and/or number thereof, in a manner as provided under Rajasthan Apartment Ownership Act and the Act.

10.4. The Promoter also reserves the right to develop the surrounding areas (falling outside the ALLOTTEE's Unit). The ALLOTTEE(S) shall have no right of objection in respect of the same and the Agreement shall stand modified to this effect correspondingly.

10.5. It is agreed and understood by the Allottee(s) that the Built Up Area of the Unit indicated in this Agreement is tentative and may vary from final Built Up Area of the Unit. The Allottee agrees that the Promoter may affect variations/ alternations/modifications resulting in  $\pm 2\%$  (two percent) change in the Built Up Area indicated in this Agreement /Layout Plan on account of design or statutory conditions and Allottee hereby gives his consent to such variation/ additions/ alterations/ deletions/ modifications etc.

Provided that in case of any major alteration / modification resulting in more than  $\pm 2\%$  (two percent) change in the Built-Up Area of the Unit as indicated in this Agreement, the Total Price of the Unit shall be adjusted on *pro-rata* basis based on the change (decrease or increase) in the Built-up Area and the Allottee(s) shall be refunded any excess amount or be required to pay additional Total Price, as the case maybe.

#### 11. POSSESSION OF THE APARTMENT/PLOT:

##### 11.1. Schedule for possession of the said Apartment of Plot –

- (i) The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority or the Allottee, as the case may be, is the sense of this Agreement. The Promoter assures to handover possession of the Apartment/ Plot 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 effecting the regular development of the real estate project ("*Force Majeure*").
- (ii) 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

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of the Apartment/ Plot, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented.

(iii) The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, the allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee with interest within 45 (forty-five days) from that date.

(iv) The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that the/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.

#### 11.2. Procedure for taking possession-

(i) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee 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 favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

(ii) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 maybe, after the issuance of completion certificate for the Project. The Promoter shall hand over the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

#### 11.3. Failure of Allottee to take possession of Apartment/ Plot-

(i) Upon receiving a written intimation from the Promoter as per Clause No. 10.2 (i). above, the Allottee shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s).

(ii) In case the Allottee fails to take possession within the time provided as per Clause No. 10.2 above,

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such Allottee shall continue to be liable to pay maintenance charges as specified under Clause No. 10.2 (ii). Above.

- (iii) If the Allottee fails to take the possession of the Unit as aforesaid within the time limit prescribed by the Promoter in its notice, the Unit shall be at the risk and cost of the Allottee and the Promoter shall have no liability or responsibility in respect thereof.
- (iv) It is further agreed that in the event of his/her failure to take possession of the Unit/ Commercial Shop in the manner as aforesaid, the Promoter shall have the option to cancel this Agreement and avail the remedies as are available in law and in terms of this Agreement or the Promoter may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee in taking possession of the Unit in the manner as stated in this clause on the condition that the Allottee shall pay to the Promoter liquidated damages calculated @ Rs.5/- (Rupees five only) per sq. ft. of the Built Up Area per month for any delay of full one month or any part thereof for the entire period of delay.
- (v) The Allottee acknowledges that the liquidated damages stipulated above are just, fair and reasonable damages which the Promoter will suffer on account of delay in taking possession of the Unit.

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

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within 30 (thirty days) after obtaining the completion certificate.

11.5. **Possession of the common area:** It is agreed by the Parties that the ALLOTTEE(S) shall have no right to claim partition of the Common Areas and Facilities and the possession thereof shall always remain with the Promoter and/or the Maintenance Agency appointed by the Promoter and the same is not intended to be given to the ALLOTTEE(S) except a limited right of use, subject to payment of all charges.

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

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Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment i.e. amounts up to 10% (ten percent) of the Total Price. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

#### 11.7. Compensation –

- (i) 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.
- (ii) Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (A.) in accordance with the terms of this Agreement, duly completed by the day specified in Clause 11.1 above; or (B) due to discontinuance of his business as a Promoter on account of suspension or revocation or expiry of the registration under the provision 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/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that pursuant to such payment, the Allottee shall have no rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Provided, further, that where, if the Allottee does not intend 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 Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. In such event, the Promoter shall pay to the Allottee(S), subject to the Allottee not being in default under any clause of this Agreement, compensation @ Rs. 5/- (Rupees five only) per sq. ft. of the Built-Up Area of the Unit per month for the period of such delay beyond the extended period as permitted under this Agreement, which both Parties agree is a just and equitable estimate of the damages that the Allottee may suffer and the Allottee

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agrees that it shall have no other rights/claims whatsoever in this regard.

For the avoidance of doubt, it is clarified that in the event that the Promoter is able to offer possession of the Unit Period within the extended period of 6 (six) months as indicated above, the payment obligations of the Allottee shall remain unaltered and the payments shall be required to be made in accordance with the Payment Plan.

## 12. RIGHT TO RAISE FUNDS:

- 12.1. The Promoter shall have no objection if for buying the Unit, the Allottee raises funds/loans from financial institutions or bankers. Provided however, in the event the Promoter is a party to such financial arrangement.
- 12.2. It is clarified that the Allottee alone shall be responsible for making timely and regular payment of loan instalments to the financial institution / bank and shall be liable to indemnify the Promoter for any consequential loss suffered by the Promoter owing to any default on part of the Allottee(S).
- 12.3. The Promoter shall not be responsible for rejection of the ALLOTTEE(S) loan application and/or any delaying approval/disbursement of the loan amount and the Payment Plan and the other terms and conditions of this Agreement shall remain unaltered.
- 12.4. It is further clarified that if an Allottee proceeds to cancel/withdraw his allotment from the Project, at no juncture shall his inability to raise funds for purchase of the Unit, be a ground to seek a refund of the amounts the Promoter is lawfully permitted to seek as per the Act and under this Agreement.

## 13. PROMOTER'S RIGHT TO RAISE FINANCE:

- 13.1. The Allottee shall have no objection to the Promoter raising finance/loan from any financial institution/ bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage of the Unit subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of the Sale Deed in favour of the Allottee(s).
- 13.2. In such an event the Promoter/ financial institution/ bank shall always have the first charge on the said Unit for all their dues and other receivables/sums payable by the Allotteeor in respect of any loan granted to the Promoter for the construction of the said Unit.

## 14. PAYMENT OF CHARGES:

That the Allottee would be absolutely and unconditionally bound to pay government levies

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Page 2 of 2



/charges) electricity, water, gas, utility, house tax, property tax and other such charges as may be applicable to the Unit after 30 (thirty) days from the date of offer of possession of the Unit being made to the Allottee by the Promoter. However, it is clarified before the date of offer of possession shall not be borne by the Allottee unless specified herein.

#### 15. TAXES:

- 15.1. All payments and charges stipulated under this Agreement are exclusive of applicable taxes and all such applicable taxes and increase thereof shall be payable by the Allottee as and when demanded by the Promoter.
- 15.2. In the event any change in law is affected by the government after the possession of the Unit being handed over to the Allottee and the Promoter is required to pay any additional tax (VAT, Service tax or any other indirect tax, by whatever name called) for the transactions undertaken in terms of this Agreement, the Promoter shall be entitled to claim such amount in full from the Allottee within 3(three) years from the Registration Date. For the avoidance of doubt, it is clarified that such payment obligation shall be binding on any Person to whom the Unit may be transferred by the Allottee(S).

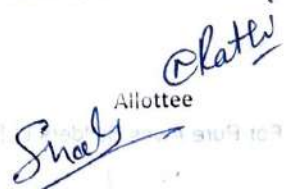
#### 16. RIGHT OF ALLOTTEE TO TRANSFER:

- 16.1. The Allottee shall have the right to transfer the Unit in favour of a transferee/ vendee of his choice, subject to:
- (i) the Promoter, at its sole discretion, permitting such transfer of rights and interests accruing to the Allottee in the Unit in terms of this Agreement to a vendee/ transferee of the Allottee's choice; and
  - (ii) the proposed transfer not being in derogation of any of the contractual terms that the parties have agreed to abide by in writing.
- 16.2. Any such transfer shall be subject to submission of appropriate letter of request from the Promoter and other necessary documents by the ALLOTTEE(S) and the payment of the amounts specified in Clause 16.4 below.
- 16.3. The letter of request in this regard should be duly signed by all the concerned parties and be accompanied by a no objection letter/certificate from the concerned financial institutions or

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bankers, in case the payment of the Booking Amount or part thereof was made by the Allottee by raising funds/loans from any financial institutions/bank.

16.4. The Promoter shall not permit any such transfer unless all dues accruing to the Promoter in terms of the Payment Plan, Maintenance Charges and/or the deposit of IFMS or other charges are paid by the Allottee and the Allottee has received a "No Dues Certificate" from the Promoter in this regard. It is agreed between the Parties that the Promoter may, in its sole discretion, disapprove any such request for transfer without assigning any reason thereof.

16.5. If a written consent is given by the Promoter to the Allottee (s) for such transfer in terms of this Agreement, the same shall be subject to the payment of the following additional amounts for each such transfer:

- (i) For transfer between blood relations (such as parents, spouse, children and siblings (to the exclusion of the cousins) of the Allottee(s)) - Administrative charges of Rs 15000/- (Rupees Fifteen Thousand Only).
- (ii) Third party transfer - Transfer Charges, 6.5% (Six-point five percent) of [BSP] the prevailing market price of the Unit, at the time of transfer and Administrative Charges of Rs 15000/- (Rupees Fifteen Thousand Only)
- (iii) It is also understood and agreed by the Parties that in the absence of relevant proof for establishing the relationship in terms of Sub Clause 16.1 above, the transfer shall be deemed to be to third person and shall be charged accordingly.

**17. NO CLAIMS AFTER POSSESSION:**

Upon the Allottee taking possession of the Units, the Allottee shall be estopped from bringing/initiating any claim against the Promoter in respect of any item or work in the Unit which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever, except for the manner provided under this Agreement and the Act. Subject to the terms and conditions stipulated under this Agreement, the Allottee shall be entitled to the use and occupation of the Unit without any interference from the Promoter.

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

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

- 18.1. 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;
- 18.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (i) There are no encumbrances upon the said Land or the Project;
  - (ii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
  - (iii) 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;
  - (iv) 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 created herein, may prejudicially be affected;
  - (v) 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 under this Agreement;
  - (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
  - (vii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Maintenance Society;
  - (viii) 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;

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- (ix) 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/ Plot 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;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

#### 19. REPRESENTATIONS AND WARRANTIES OF ALLOTTEES:

The Parties hereby agree and covenant with each other as under: -

- 19.1. That the Allottee shall pay the Total Price and other charges as stipulated under the Agreement within the stipulated period in terms of the Payment Plan;
- 19.2. That the Promoter shall execute and issue a separate letter to the Allottee with respect to handing over of the possession of the Unit subsequent to payment of Total Price and/or other dues and charges;
- 19.3. That the Promoter shall issue a receipt in respect of each payment made by the Allottee(S);
- 19.4. That the Allottee shall not do anything to the Unit by way of addition, alteration or demolition or any act which may cause, damage and/or nuisance to other owners and/or occupants or which may affect the architectural value, structure or the engineering stability and the appearance of the Unit;
- 19.5. That the Allottee agrees not to put up any name or sign board, neon-light, publicity or advertisement material, hanging of clothes etc., on the external façade of the Building or anywhere on the exterior of the Building or in the Common Areas and Facilities of the Complex
- 19.6. That the Allottee agrees not to change the color scheme of the outer walls or painting of the

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exterior side of the doors & windows etc., or carry out any change in the exterior elevation or design of the Unit. That the Allottee shall not plant any trees which may in any manner block the view of any other unit in the Complex. It is clearly understood that all plantation in the Common Area and Facilities shall be carried out by the Promoter/ Maintenance Agency alone;

- 19.7. That the Allottee hereby covenants to the Promoter that he at his own cost, shall keep the Units, 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;
- 19.8. That the Allottee shall ensure that the support, shelter etc. of the Unit is in no way damaged or jeopardized;
- 19.9. That the Allottee shall neither himself do, nor permit or suffer anything to be done in any manner to the Unit or any part thereof which would violate any rules, bye-laws of the concerned authorities or any law for the time being in force, or any rule or notification issued by the local or other authority;
- 19.10. That the Allottee shall require the prior approval of the Promoter/Maintenance Agency to carry out interior works in the Unit and shall adhere to the timing and duration of such works as may be stipulated by the Promoter while according the approval to ensure that the other Allottee(S)/ occupants are not disturbed by such works;
- 19.11. Subject to the terms and conditions of this Agreement, the Allottee of the Units on the Ground Floor which have any Additional Built-Up Area and/or Additional Plot Area shall have the following rights and obligations with regard to the same:
  - (i) the Allottee understand (s) that certain Units in the Complex have Additional Built-Up Area and/or Additional Plot Area based on the location of the Unit and the Allottee hereby agrees to pay such applicable Additional Area Charges (ALC) respect thereof as part of the Total Price in terms of the Payment Plan without any demur or protest; and
  - (ii) That the Allottee(s) shall not keep any hazardous, explosive, inflammable chemicals/ material etc., in the Unit which may cause damage to the Building. The Allottee shall always keep the Promoter harmless and indemnified for any loss and damages in respect

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thereof;

- (iii) That the Allottee shall engage only the Promoter and/or its nominated Maintenance Agency to provide maintenance services pertaining to the Complex and shall not permit any other person or entity to provide such services in respect of the Complex without the prior written consent of the Promoter;
- (iv) That the Allottee shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of the Complex or of other occupants in the Complex;
- (v) Notwithstanding anything contained elsewhere, it is expressly understood that the installments as stipulated in the Payment Plan payable in respect of the Unit shall continue unabated irrespective of any issues between the Allottee and the Promoter with respect to any other matter contained in this Agreement; and
- (vi) That the Allottee shall be responsible for any loss or damage arising out of breach of any of the conditions stipulated hereunder.

## 20. EVENTS OF DEFAULTS AND CONSEQUENCES:

20.1. 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 within the time period specified in Clause 11.1 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 Apartment or Flat 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 Promoter on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

20.2. In case of default by the Promoter under the conditions listed above, Allottee is entitled to the

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following:-

i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottees stop making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest; or

ii. The Allottees 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 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 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/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

20.3. The Allottees shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for [2] consecutive demands made by the Promoter within 45 days of such instalment becoming due and payable as per the payment plan stated above, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Promoter on the unpaid amount;
- (ii) If the payment of the instalment is not made within 45 days of it becoming due and payable, the allotment may be cancelled at the sole discretion of the Promoter by giving thirty (30) days written notice to the Allottee to rectify the default as specified in that notice;
- (iii) Failure to pay stamp duty, registration, IMFS or any other charges as demanded by Promoter in terms of this agreement;
- (iv) Failure to perform and observe any or all of the Allottee's obligations under the Agreement including but not limited to failure to execute any other deed/ document/ undertakings etc. or to perform any other obligation set forth in any other agreement entered into with the Promoter in relation to the Unit.
- (v) Failure to take possession of the Unit within the time stipulated by the Promoter.

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- (vi) Failure to execute the Sale Deed within the time stipulated by the Promoter.
- (vii) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, IFMS or any increases in respect thereof, as demanded by the Promoter/Maintenance Agency.
- (viii) Assignment of this Agreement or any interest of the Allottee in this Agreement without prior written consent of the Promoter.
- (ix) Dishonour of any cheque(s) given by the Allottee for any reason whatsoever.
- (x) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement which in the opinion of the Promoter amounts to an event of default and the Allottee agrees and confirms that the decision of the Promoter in this regard shall be final and binding on the Allottee(S).
- (xi) In case of default by Allottee under the conditions listed above continues for a period beyond [75 (seventy-five) days] from the default the Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount or the actual amount paid, whichever is higher, subject to maximum of 10% (ten percent) of the Total Price, and the interest liabilities and this Agreement shall thereupon stand terminated:

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

Upon such cancellation the Allottee shall be left with no right or lien on the Unit or on the amount paid till such time. The balance amount after deducting the booking amount or the actual amount paid, whichever is higher, subject to maximum of 10% (ten percent) of the Total Price, shall be refundable to the Allottee without any interest, within three (3) months of such cancellation.

The dispatch of said cheque by registered post / speed-post to the last available address with the Promoter as filled up in the Application (as applicable) shall be full and final discharge of all the obligation on the part of the Promoter or its employees and the Allottee shall not raise any objection or claim on the Promoter in this regard.

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Upon the cancellation of the allotment, the Promoter shall be at a liberty to sell or otherwise dispose of the Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee (s) shall not be entitled to raise any objection or dispute in this regard.

It is agreed between the parties that the Promoter shall adjust the amount due from the Allottee first towards the interest due, if any, and then towards the Total Price.

## 21. Condonation of Delayed Payment:

- 21.1. In exceptional circumstances, the Promoter may, at its sole option and discretion, condone the delay in payment as per the Payment Plan on the condition that the ALLOTTEE(s) shall pay to the Promoter interest to be charged on the amounts in default from the day of such payment becomes due and payable at SBI highest marginal cost of lending rate + 2% (two percent).
- 21.2. In the event of the Promoter exercising its rights in terms of this provision by waiving the right of forfeiture/cancellation and accepting payment with interest, no right, whatsoever, would accrue to any other defaulting Allottee on that account and such an act would not confer any right to the Allottee in respect of any other delayed payments. Each case shall be examined individually by the Promoter.
- 21.3. The discretion of cancellation of the allotment/termination of the Agreement or acceptance of the delayed payment with interest shall exclusively vest with the Promoter and all decisions by the Promoter in this regard shall be final and binding on the Allottee(S).

## 22. CONVEYANCE OF THE SAID APARTMENT/PLOT:

The Promoter, on receipt of Total Price of the Apartment/ Plot as per Clause 4.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favor of the Allottee shall be carried

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out by the Promoter within three months from the date of issue of occupancy certificate.

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

**23. PAYMENT OF COSTS:**

The Allottee shall pay the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the aforesaid transfer instruments in respect of the Unit in favour of the Allottee to the Promoter along with the demand of final payment in terms of the Payment Plan.

**24. NO OBJECTIONS TO CONTINUING WITH CONSTRUCTION:**

The Allottee agrees and undertakes that, before or after taking possession of the Unit or at any time thereafter, he shall have no right to object to the Promoter constructing or continuing with the construction of the other building(s) adjoining to his Building or otherwise in the Complex.

**25. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

25.1. 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. The cost of such maintenance has been included in the Total Price of the Apartment/ Plot.

25.2. The Promoter and/or the Maintenance Agency appointed by the Promoter shall maintain and upkeep the Common Area and Facilities in the Complex and the Allottee undertakes to pay the Maintenance Charges in respect of the same. For the avoidance of doubt, it is clarified that while the water charges (levied by the Maintenance Agency) shall be included in the Maintenance Charges, the same shall not include the electricity charges that would be billed and levied separately by Pure Awas Maintenance solutions LLP.

The initial Maintenance Charges shall be determined by the Promoter/ Maintenance Agency, provided that the same shall not exceed Rs. 1000 per month. The Maintenance Charges shall be applicable on the Allottee on or from the actual date of possession or after 30 days from the date

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of offer of the possession of the Unit by the Promoter in writing through registered post.

The initial Maintenance Charges may, on the discretion of the Maintenance Agency, be reviewed and revised on half yearly basis depending on the cost for rendering total maintenance services.

**25.3. Maintenance Agreement:** The Allottee hereby agrees to sign and execute a Maintenance Agreement with the Promoter/Maintenance Agency for the maintenance and upkeep of the Common Areas and Facilities upon such request being made by the Promoter at any time after the offer of possession being made to the Allottee(s).

**25.4. Additional charges:** Without prejudice to the terms of this Agreement and the Maintenance Agreement, the Allottee agrees and binds himself to pay regularly to the Maintenance Agency, any charges, taxes, levies, impositions etc. as may be levied from time to time by any government authority.

**25.5. Deposit of IFMS:**

- (i) That in order to secure due payment of the Maintenance Charges and other dues raised by the Maintenance Agency, the Allottee agrees to deposit as per the Payment Plan and to always keep deposited with the Promoter and/or Maintenance Agency, the IFMS amount of Rs. 25000/- (Rupees Twenty-Five Thousand only).
- (ii) In case of failure of the Allottee to pay the Maintenance Charges and other dues on or before the due date, the Allottee shall not be allowed to use the Common Areas and Facilities and services until the Allottee duly makes payment of the Maintenance Charges within 15 (fifteen) days of demand by the Promoter/ Maintenance Agency and upon failure to do so, to pay interest @ SBI highest marginal cost of lending rate + 2% (two percent) per annum on such shortfall amount for the period of delay.
- (iii) In case of transfer of ownership of the Unit, the Allottee's IFMS shall be transferred to the new transferee. For avoidance of any doubt, the Allottee shall ensure that the full amount of INR. 25000/- (Rupees Twenty-Five Thousand Only) is deposited as IFMS prior to such transfer, else the Promoter shall not be liable to issue a "No Dues Certificate" to the Allottee(S).

**25.6. Right to use the Common Area:**

- (i) The Allottee agrees and understands that the Allottee's right to the use the Common Area and

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Facilities are subject to timely payment of the Maintenance Charges as billed by the Maintenance Agency and the performance of all obligations of the Allottee under this Agreement and the Maintenance Agreement.

- (ii) The Promoter/Maintenance Agency, on its sole discretion, can disconnect/discontinue any or all services and connections in the event the Maintenance Charges and/or other consumption-based charges are not paid by the Allottee despite the deductions from the IFMS and/or the imposition of any fee for delayed payments in terms hereof.

**26. RIGHT TO ENTRY IN THE COMPLEX:**

In order to maintain security in the Complex, the Promoter and/or the Maintenance Agency shall be free to restrict the entry of any visitor into the Complex if such visitor appears to be a threat to the safety of the Complex. In case of insistence, the security staff of the Complex will be at liberty to call upon the Allottee(s)/lawful tenant/occupant to come to the gate and personally escort the person(s) from the gate to his Unit and assume the responsibility of escorting them out as well.

**27. INSPECTION:**

The Allottee confirms that the Promoter/Maintenance Agency has the right of unrestricted usage of all Common Areas and Facilities for providing necessary maintenance services. The Allottee acknowledges that the Promoter/Maintenance Agency shall have the right to enter into the Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Unit or the defects in the Unit above or below the said Unit. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of the terms of this Agreement and the Promoter shall be entitled to take such actions as it may deem fit.

**28. DEFECT LIABILITY:**

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

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rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**29. 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 agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify any defect.

**30. USAGE:**

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

**31. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:**

31.1. Subject to Clause 28 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, 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/ Plot, and keep the said Apartment/ Plot, 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.

31.2. 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

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also not change the colour 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 store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/ Plot.

31.3. The Allottee will not put, fix any flex, poster, hoarding, board, pamphlet, leaflet or any other printed, written material or any other visual material in the said project, its boundary walls or anywhere else directly or indirectly commenting prejudicial in relation to the Promoter or putting any hindrance expressly or impliedly, physical or otherwise or by gestures or by any printed, written material or by any visual to the prospective buyers to prejudice his/her mind who intend to purchase/occupy any of the unsold flats/units of the Promoter/Owner.

31.4. The Allottee 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 shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

31.5. Without prejudice to any other clause under this agreement, if the Allottee breaches any of the undertakings, assurances, and guarantees set forth in clause 31 of this Agreement, the Promoter shall have the right, in addition to any other rights and remedies available to it under this Agreement or at law or in equity, to take the following actions:

(a) Require the Allottee to immediately remedy the breach, at the Allottee's own cost and expense, to the satisfaction of the Promoter;

(b) Terminate this Agreement by giving written notice to the Allottee, in which case the Allottee shall forfeit all amounts paid by him/her to the Promoter, and the Promoter shall have the right to repossess the Apartment/Plot and resell the same to any other person or entity at its sole discretion.

The Allottee acknowledges and agrees that any breach of the undertakings, assurances, and guarantees set forth in clause 31 of this Agreement may cause irreparable harm to the Promoter, and that the Promoter shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available to it, to prevent or remedy any breach or threatened breach of such undertakings, assurances, and guarantees. The Allottee further agrees to pay all costs and

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expenses, including reasonable attorneys' fees and expenses, incurred by the Promoter in enforcing its rights under this Agreement in the event of any breach by the Allottee.

### 32. SUPPLY OF ELECTRICITY:

The Promoter confirms that electricity supply shall be made available at the Complex. The Allottee shall be required to apply for an individual electrical connection from JVVNL.

### 33. USE FOR PERMITTED PURPOSE ONLY:

The Allottee agrees to use the Unit for residential purposes or for such other purposes as may be sanctioned by the concerned authorities and not to use the same or permit the same to be used for any other purpose

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

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

34.2. The Allottee shall be subject to and hereby agrees to strict compliance of Rules and Regulations that may be framed by the Promoter/Maintenance Agency for occupation and use of the Unit and the Common Areas and Facilities.

34.3. The Allottee hereby agrees that he shall, at all times after the offer of possession being made by the Promoter, comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the Development Authority/Municipal Authority/Government or any other Competent Authority in respect of the land on which the Unit is to be constructed, at his own cost, and the Allottee shall keep the Promoter indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with such requirements, requisitions, demands and repairs etc.

### 35. 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.

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**36. PROMOTERS 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/ Plot/ Building 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 who has taken or agreed to take such Apartment/ Plot/ Building.

**37. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, *first*, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within 30 (thirty) days from the date of receipt by the Allottee and *second*, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 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 in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**38. BROKERAGE/COMMISSION:**

The Allottee shall bear the expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Unit. The Promoter shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor the Allottee has the right to deduct such charges from the Total Price and other charges payable to the Promoter in terms of this Agreement. Further, the Allottee shall indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this regard.

**39. 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

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agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

#### 40. RIGHT TO AMEND:

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

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

#### 42. WAIVER NOT A LIMITATION TO ENFORCE:

42.1. The Promoter may, at least its own option and discretion, and without prejudice to its rights as laid out in this Agreement, waive the breach by the Allottee in not making payments as per the payment plan mentioned in this Agreement including waiving off of 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.

42.2. 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.

#### 43. 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 maybe, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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44. **METHOD OF CALCULATION OF PROPORTION AT ESHAREWHEREVER REFERRED TO IN THE AGREEMENT:**

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

45. **FURTHERASSURANCES:**

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 action 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.

46. **PLACEOFEXECUTION:**

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 [insert number of days] 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 concerned Sub-Registrar having jurisdiction. Hence this Agreement shall be deemed to have been executed at Neemrana.

47. **NOTICES:**

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

M/s Pure Awas Builders LLP	Allottee's name Nitish Rathi & Shalu Deshwal
Address: Khasra nos. 1079(part), 1080(part) 1081(part), 1082(part), Village- Kundansinghpura, tehsil- Neemrana, District Alwar, State Rajasthan.	Address S/o-Dhargopal Singh Rathi, 273, Village and Post Mohammadpur Dewmal, Thana Mandawar, Mohammadpur Deomal Bijnor, Uttar Pradesh- 246721.

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution

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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.

#### 48. JOINTALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee name appears first whose 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).

#### 49. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case maybe, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, 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.

#### 50. ALLOTTEE'S INDEMNITY OBLIGATIONS

50.1. Subject to and upon the terms and conditions of this Agreement, the Allottees shall indemnify and hold harmless the Promoter ("Indemnified Party") in respect of any and all costs, claims, losses, damages and expenses which may be incurred or suffered by the Indemnified Party as a result of or arising out of prosecuting, defending, settling or investigating:

- (i) any threatened, pending, or completed claim, demand, inquiry, investigation, action, suit or proceeding, whether formal or informal or brought by or on behalf of the Allottee or even by a third party otherwise and whether of a civil, criminal, administrative or investigative nature, in which the Indemnified Party may be or may have been involved as a party or otherwise, arising out of the fact that the Indemnified Party is or was a director, officer, employee, independent contractor or shareholder of the Promoter or any of its "Affiliates" or served as a director, officer, employee, independent contractor or stockholder in or for any person, firm, partnership, corporation or other entity at the request of the Promoter;
- (ii) any attempt (regardless of its success) by any person to charge or cause the Indemnified Party to be charged with wrongdoing or with financial responsibility for damages arising out of or incurred in connection with this Agreement; or

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(iii) any expense, interest, assessment, fine, tax, judgment or settlement payment arising out of or incurred in connection with this Agreement including reasonable fees and disbursements of legal counsel, experts, accountants, consultants and investigators (before and at trial and in appellate proceedings).

50.2. In no case shall any indemnification be provided under this Agreement to the Indemnified Party by the Allottee in any action or proceeding brought by or in the name or interest of the Indemnified Party against the Allottee pursuant to the lawful exercise of his rights under law.

#### 51. 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.

#### 52. DISPUTE RESOLUTION:

52.1. 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.

52.2. Alternatively, if, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mutual discussion within 60 (sixty) days of the initiation of such discussion, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally be determined by arbitration as per the Arbitration & Conciliation Act, 1996. The tribunal should consist of sole arbitrator appointed by mutual consent of the parties within 14 (fourteen) days of such reference to arbitration, in failure to reach the conclusion as to the sole arbitrator. The seat of arbitration shall be Delhi. The dispute, controversy or claim referred to arbitration shall be decided in accordance with Arbitration & Conciliation Act, 1996 and courts of Delhi shall have exclusive jurisdiction. All and any awards of the Arbitrators shall be final and binding.

52.3. The Parties agree that all or any disputes arising out of or under this Agreement or in relation to any of the subjects covered by this Agreement, are inherently of a civil nature.

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### 53. FREE CONSENT

- 53.1. The Parties agree that they have entered into this Agreement freely, with eyes wide open, after duly noting the consequence of the terms and conditions enshrined herein.
- 53.2. The Parties agree that this Agreement has been entered without any duress, coercion, fraud or any misrepresentation of any sort.

### 54. FURTHER ASSURANCES:

The Allottee agrees that the Allottee or any transferee of the Allottee shall execute, acknowledge and deliver to the Promoter such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Promoter may reasonably request 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.

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

Signed and delivered by the within named Allottee 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)

For Pure Awas Builders LLP

*Signature*

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*Signature*

Allottee

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*Signature*

Signed and delivered by the with in named Promoter in the presence of witnesses at  
Neemrana

on \_\_\_\_\_

Promoter
For and on behalf of M/s Pure Awas builders LLP
Name
Signature
<b>WITNESSES</b>
1- Signature
Name
Address
2- Signature
Name
Address

For Pure Awas Builders LLP

*L. J. M.*  
Authorized Signatory



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Allottee

*P. Rath*  
Authorized Signatory



## Annexure A

Payment Plan

S.No	Occasion Name	Charge Type	Due %	Due Amount	CGST	SGST	Net Amount
1	Balance Booking Amount (Within 30 days of Registration)	BSP	10	220000	1100	1100	222200
2	On Builder Buyer Agreement	BSP	10	220000	1100	1100	222200
3	On completion of Foundation	BSP	20	440000	2200	2200	444400
4	On completion slab	BSP	20	440000	2200	2200	444400
5	Completion of Structural Framework	BSP	20	440000	2200	2200	444400
6	Completion of internal and external plaster	BSP	15	330000	1650	1650	333300
7	On offer of possession	BSP	5	110000	550	550	111100
	Total						22,22,000.00

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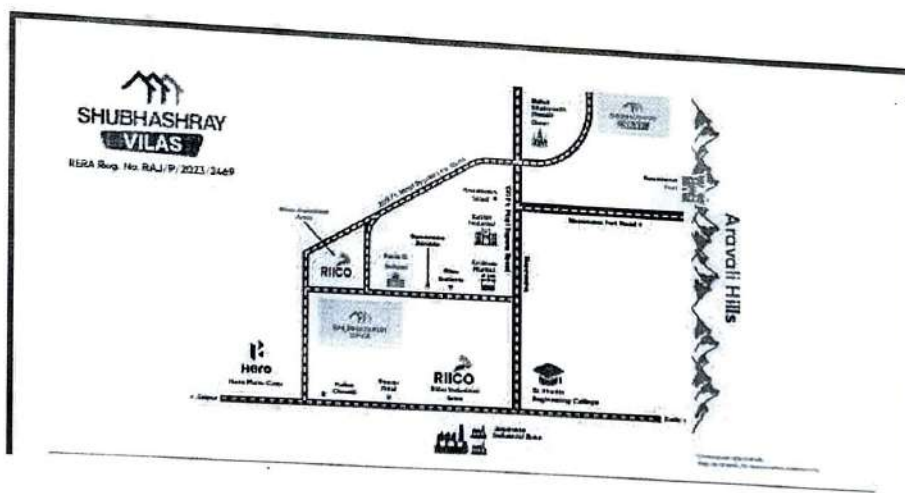
## Schedule 1

### DESCRIPTION OF THE PLOT OF LAND

(Description of Scheduled Land)		
Name of Revenue village and Tehsil	Khasra No.	Area (in sq. meters)
Village- Kundansinghpura, tehsil- Neemrana, District Alwar, State Rajasthan	1079(part), 1080(part) 1081(part), 1082(part)	9532.06

Other details of the location of the Project- Location is close to Neemrana.

Location Map



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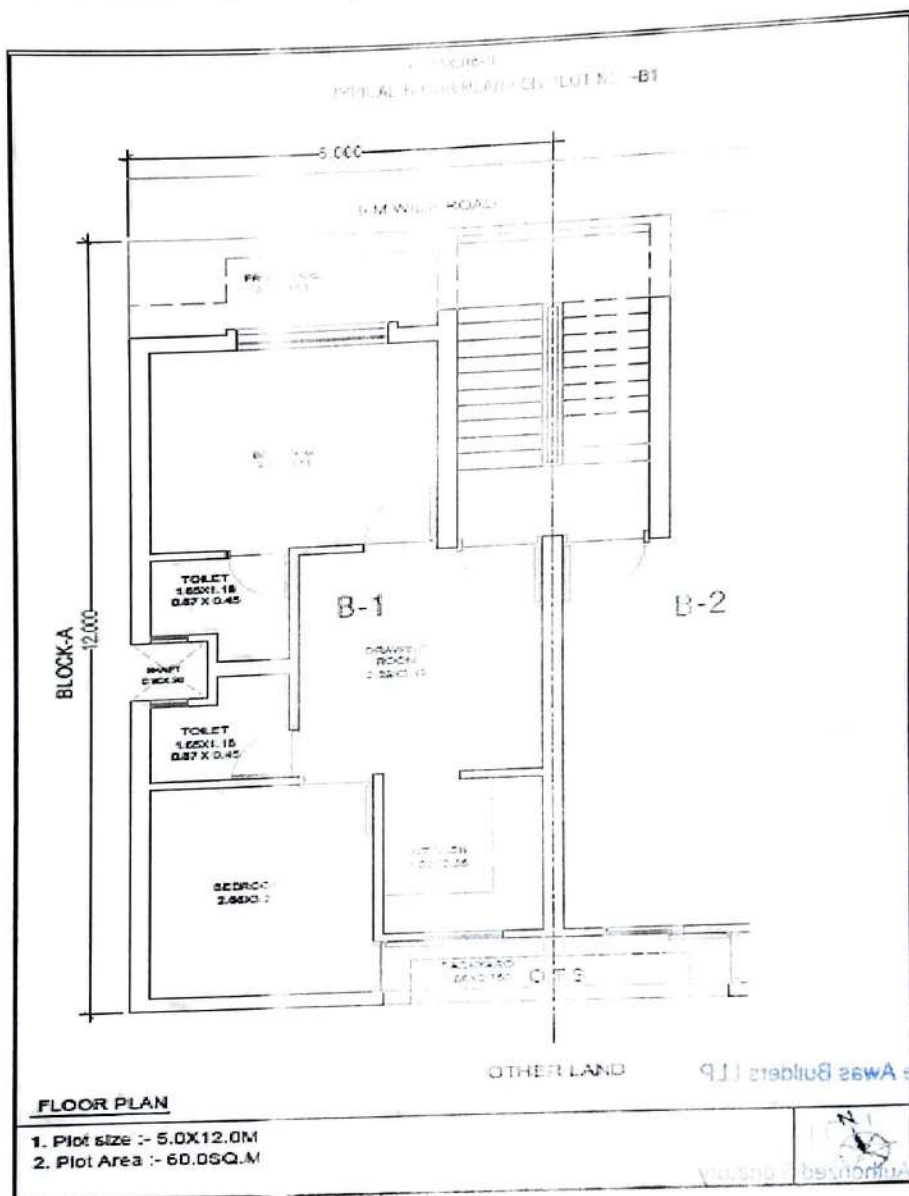
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## Schedule 3

The details of Floor plan of the Apartment No-B-1 and for tower/ block of the Project



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**Schedule 4**

Allotted apartment no. **B-1** having carpet area of 442.38 square feet, type 2 BHK Simplex Vilas.

**Schedule 5**

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)



Community Space  
Sewage Treatment Plant  
Street Light  
Park  
Rain Water Harvesting

**Schedule 6**

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

Provision of geyser point  
Shower Head with Mixer in bathing space.

**Windows**

Stone Frame with wooden shutters.

**Electrical**

Fittings- Semi Modular Switches and Socket with convenient provision & distribution of light and power plugs

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