



Agreement for Sale

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

Affix Color
photograph
of the
authorized
signatory
of
Promoter
with
signature
across the

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

By and Between

M/s Nature Homes Builders and Developers LLP a Limited Liability Partnership firm, duly registered and existing under the provisions of the Limited Liability Partnership Act, 2008, having its principle place of business at 814,815 signature Tower, DC-2, behind apex bank, lalkothi, Jaipur-302015, Raj. and its PAN is..... represented by its authorised partner Mr. Atul Arora (Aadhar No.....) duly authorized vide authority resolution dated passed and signed by all the partners constituting the LLP, (hereinafter referred to as the "Promoter"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the FIRST PART.

AND

[if the allottee is an individual]

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

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OR

[if the allottee is a partnership firm]

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

OR

[if the allottee is a company]

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

or

[if the allottee is HUF]

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

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(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Applicable Laws" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Unified Building Bye Laws, Jaipur Development Act, 1959, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development/ construction / sale of the Project;
 - (c) "Approved Plans" shall mean and include the layouts and plans duly approved and sanctioned by competent authority, in accordance with, the said Project is to be developed along with any/all variations/amendments/changes to be made by the Promoter as per the applicable laws and provisions of the Act and rules and regulations thereon;
 - (d) "Association of Allottees (AOA)" shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/Association or anybody, by whatever name called, for the Project being developed on Project Land that may be formed as per requirement of clause (e) of sub section (4) of Section 11 of the Act;
 - (e) "Booking Amount" shall mean 10% of the Total Price of the apartment as mentioned in Schedule-9;
 - (f) "Built-up area" means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built- up area;



- (g) "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;
- (h) "Common Areas and Facilities of the Project" shall mean such common areas and facilities, including Project Land, equipments, spaces and club house being constructed/ developed on the Project Land and meant for common use and enjoyment of all the occupants of the Project and more particularly described in Schedule 11 attached hereto";
- (i) "Completion Certificate" means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- (j) "Delay Payment Interest" means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter;
- (k) "Interest" means the rate of Interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Highest Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules;
- (l) "Maintenance Agency" shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project;
- (m) "Para" means a Para of this Agreement;
- (n) "Project" shall mean a group housing project named as „Gulmohar“ to be developed on the Project Land, comprising of two blocks namely Block 1 and Block 2, having 32 apartments along with parking spaces, common



- areas and facilities, open spaces, etc;
- (o) "Project Land" shall mean the parcel of land situated at Plot No. 30-31, , Kirti Sagar -A, Gram Badarwas , Jaipur – 302017, Raj., admeasuring 1512.44 sq. mtrs., earmarked for the purpose of development of the Project, which has been approved by JDA vide approval letter JDA/PRN-South-1/2021/D-1648 dated 12.03.2021 for the land parcel admeasuring 756.22 Sq. mtrs. and approval letter JDA/PRN-South-1/2021/D-1649 dated 12.03.2021 for the land admeasuring 756.22 Sq. mtrs;
- (p) "Regulation" means the Regulation made under the Act;
- (q) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (r) "Schedule" means the Schedule attached to this Agreement; and
- (s) "Section" means the section of the Act;
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

- A.** The Promoter is in lawful possession of the land situated at Plot No 30-31, Kirti Sagar A, Bardawas, Jaipur- Rajasthan **Scheme of Meenawala Grah Nirman Sahakari Samiti Ltd situated in Bardaws, Jaipur with a total area admeasuring of 1512.44 square meters (Plot No. 31 of 756.22 Sq. mtrs. and Plot no. 32 of 756.22 Sq. mtrs.)** (hereinafter referred to as 'Project Land' and more fully described in the **Schedule-1**)
- B.** The Promoter has a legal title to the Project Land with legally valid documents and is lawful owner of the land. The Land was introduced by the partners (Mr. Atul Arora and Mrs. Ritu Arora) of Promoter LLP as capital contribution in the firm vide supplementary LLP agreement dated 12.02.2021 which is registered in the office of sub registrar (iv) Jaipur on 12.02.2021 in its Book No.1 Volume No. 499 at Page No. 83 bearing Serial No 202103018100841 and an additional copy of the same is also pasted in its additional Book No. 1 Volume No. 1995 at Page No. 233 to 266 dated 15/02/2021.

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- C. The said land is earmarked for the purpose of Residential Project, comprising of two blocks named as Block 1 and Block 2 and having 32 multistoried apartments and the said project shall be known as' "Gulmohar" ("Project").
- 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 Project land on which Project is to be constructed have been completed.
- E. The Jaipur Development Authority has granted the approvals for the said Project being developed on the Project land admeasuring 1512.44 Sq. mtrs., vide two approvals letters. Approval obtained vide approval letter JDA/PRN- South-1/2021/D-1648 dated 12.03.2021 for the land parcel admeasuring 756.22 Sq. mtrs. and approval letter JDA/PRN-South-1/2021/D-1649 dated 12.03.2021 for the land admeasuring 756.22 Sq. mtrs.
- F. The Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'Gulmohar', (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments 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 1512.44 square meters situated at Plot No. 30-31, Kirti Sagar -A, Gram Badarwas , Jaipur - 302017 (Rajasthan) and latitude & longitude of the end points of the Project are respectively. The location details are fully described in the

Schedule-1.

- H. The Project has been registered with the Real Estate Regulatory Authority on 23.03.2021 and the Project Registration Certificate No. is RAJ/P/2021/1510. This registration is valid for a period of 3 years (apprx.) commencing from 23.03.2021 and ending with 31.03.2024 unless extended by the Authority. The details of the Promoter and Project are also available on the website (www.rera.rajasthan.gov.in) of the Rajasthan Real Estate Regulatory Authority.
- I. The Project is approved by two approvals letters from the Jaipur

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Development authority vide approval letter JDA/PRN-South-1/2021/D-1648 dated 12.03.2021 for the land parcel admeasuring 756.22 Sq. mtrs., and approval letter JDA/PRN- South-1/2021/D-1649 dated 12.03.2021 for the land admeasuring 756.22 Sq. mtrs., and copies of which are enclosed as Schedule-2.

- J.** Approval of specifications of the Project and permission of building construction upto 24 meters height (8 floor) under the relevant legal provisions has been accorded vide approval letter JDA/PRN-South-1/2021/D-1648 dated 12.03.2021 for the land parcel admeasuring 756.22 Sq. mtrs., and approval letter JDA/PRN-South-1/2021/D-1649 dated 12.03.2021 for the land admeasuring 756.22 Sq. mtrs., by the Jaipur Development Authority. The specifications of the Project are mentioned in Schedule 3.

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- K.** The details of Floor plan of the Apartment No and for tower/ block of the Project is given in Schedule-4.
- L.** The details of plan of development works to be executed in the proposed 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, are **specifically mentioned in Schedule- 5.**
- M.** The details of salient features of the proposed 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 **specifically mentioned in Schedule- 6**
- N.** The details of other external development works to be taken for the Project are **specifically mentioned in Schedule-7**
- O.** The details of specifications of material used in construction are specifically mentioned in Schedule-3
- P.** The stage wise time-schedule of completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works, are **mentioned in Schedule- 8.**

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- Q.** Temporary fire NOC for the Project has been accorded by the.....vide
No..... dated.....
(Applicable only in case such NOC is required under local law)
- R.** NOC from Airport Authority of India for height clearance is not applicable on the said Project.
- S.** NOC for the Environmental Clearance is not applicable on the said Project.
- T.** NOC from Public Health & Engineering Department is not required for the said Project.
- U.** The Promoter has opened a separate account in **Tonk Road Branch of HDFC Bank** for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.
- V.** The Promoter has made full and true disclosure of the title of the Project Land. The Promoter has also disclosed to the Allottee(s) the nature of its right, title and interest and right to construct the Project. The Promoter has made available for inspection of the Allottee(s), all the documents of title relating to the said Project and also the plans, designs and specifications of the said Project prepared by the Architect and of such other document as are specified under the Act, rules and regulations made there under and the Allottee(s) after inspecting all the documents, plans, specifications, location details, etc. in respect of the Project/Project Land has satisfied himself.
- W.** 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 Project land and carrying out the independent due diligence on its own has applied for allotment and to purchase an apartment (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated.....The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- X.** The Alottee has applied for an apartment in the Project vide application no..... dated and has been allotted apartment no. having carpet area of square feet, type, on floor in B lock No. ("Building") along with right to use of parking as permissible under the applicable law

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and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4.

- Y. 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.
- X. 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;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the right to use the covered parking (if applicable) as specified in para X.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para 'W'
- 1.2 The Total Price for the Apartment **with full break is more particularly described in Schedule-9**

Explanation:

- (i) The Total Price above includes the booking amounts paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'W'.

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- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the Maintenance Society after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the

subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

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

- (iii) That charges such as documentation charges, stamp duty, registration charges, society registration charges as may be decided by the Promoter in compliance with Act, and such other charges which are to be paid by the Allottee(s) as per this Agreement does not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.
- (iv) Interest Free Maintenance Security ("IFMS") shall be transferred to the Association of Allottee(s) without any interest at the time of taking over of the maintenance of Common Areas and Facilities on the Project Land by the Association of Allottee(s) as per the Act. IFMS shall be non-refundable in all respect.
- (v) The Promoter shall periodically intimate to the Allottee(s), the amount payable and the Allottee(s) shall make payment demanded by the Promoter within the time and



in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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

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

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



1.4 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act and such consent shall not be unreasonably withheld by allottees

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

Further in this respect allottee hereby agrees and gives his irrevocable consent for any revision, alterations/modification or additions in the sanctioned plans, layout plans and specifications of the project as required under Section 14 of the Real Estate (Regulation and development) Act, 2016 and will not raise any dispute/ demand/ claim against the such revision, alteration and modification.

1.5 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 Term No.1.2 above.

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1.6 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- 1.6.1 The Allottee(s) shall have exclusive ownership of the Apartment;
- 1.6.2 The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- 1.6.3 That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
- 1.6.4 The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment. *The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If the Allottee(s) decides to visit the site, he/she shall only do so after intimating the Promoter or his site*



engineer and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee(s) and his accompanying persons while visiting the site. Further the Promoter strictly prohibits the visit of children at the Project construction site.

- 1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment along with right to use of 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 accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.8 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.9 The Allottee(s) expressly agrees that the Promoter shall be



solely entitled to claim any/ all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.

1.10 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment, the receipt of

which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Schedule- as may be demanded by the Promoter within the time and manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan as mentioned in Schedule-

_ through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at_____.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, the Promoter may demand for an administrative handling charge of Rs... , without prejudice to its other rights under the applicable laws.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/

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sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

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

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

It is irrevocably agreed by the Allottee herein that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment the balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.



5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said Project with the Authority. Similarly, the Allottee(s) shall make the timely payment of all installments as per the Payment Plan/demand letters. Timely payment of Total Price and other payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement. It is irrevocably agreed by the Allottee that promoter may request for the extension of the Registration/duration of completion of the project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the promoter in this respect and in that case schedule date for the completion of the project shall be considered the date as extended by the Authority.

6. CONSTRUCTION OF THE PROJECT:

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

7. POSSESSION OF THE APARTMENT :

- 7.1. **Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the Common Areas and Facilities on the Project Land to the Association of Allottees is the essence of the Agreement. Similarly, the Allottee(s) agrees that if the Allottee(s) defaults in paying any demand as per the payment plan along with all the other taxes, duties and charges, he shall not be entitled to enforce the timeline of Project completion and shall not be entitled for



interest and compensation for delay in completion of the Project. Therefore, subject to the timely receipt of Total Price and the other amounts from the Allottee(s) as per this Agreement, the Promoter assures to handover possession of the Apartment along with ready and complete Common Areas and Facilities on Project Land with all specifications, amenities and facilities of the Project in place on or before __, (*scheduled completion date*) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other reasons/event which is beyond the control of Promoter, effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented in such an event the promoter shall not be liable to pay any penalty/interest/compensation to the allottee due to such force majeure. If project is delayed due to any reasonable circumstances, allottee agrees that promoter shall be entitled to obtain the extension for completion of the project as may be granted by the Authority and no penalty/interest/compensation for such delayed/extended period shall be paid by the promoter. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter with interest within forty- five days from the date on which termination became effective. However, the Promoter shall not be liable to refund taxes which are collected from Allottee(s) and deposited with concerned department and the Allottee(s) shall be free to file necessary application before the concerned department for refund of such taxes. The event of termination shall be decided by the Promoter. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession-

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The Promoter, upon at the time of completion of the Project in accordance with applicable laws, shall vide “possession offer letter” (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register conveyance deed of the Apartment; and (ii) offer the possession of the Apartment. The Promoter shall, subject to receipt of Total Price of Apartment as per Payment Plan and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and also handover possession of the Apartment. The Promoter agrees and undertake to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the applicable laws, provided, such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession or upon expiry of period for taking possession as mentioned in possession offer letter, whichever is earlier, agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottee(s), as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on „as is where is basis“. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. or any accident caused due to any of machineries installed like electrical equipment, and transformer, etc. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua said Apartment. Further, the Allottee(s) shall be liable to pay Rs. 10 for per Sq. Ft. on built up area of the Apartment per month as holding charges to the Promoter for the period of delay in taking over the possession of the Apartment.

- 7.3. **Possession of the Allottee-** After obtaining the Occupancy Certificate and handing over physical possession of the Apartment 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 thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount in respect of the paid for the allotment, all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Apartment, Interest on delayed payments (if any) and all other penalties of any nature whatsoever. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

The allottee hereby agrees and accepts that he shall not have any right to cancel the unit after offer of the possession by the Promoter or obtaining completion certificate, whichever is earlier.

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

provided under any law for the time being in force.

Except for occurrence of a Force Majeure event or in any reasonable circumstances, if the Promoter fails to complete or is unable to give possession of the said Apartment(i) in accordance with the terms of this Agreement, duly completed by the day specified above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including



compensation in the manner as provided under the Act within forty- five days of it becoming due:

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

8. REPRESENTATIONS AND WARRANTIES OF THE PRAMOTOR:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Project Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any



- manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
 - (x) The said Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land;
 - (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society.
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

9.1.1. The Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified 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 *which includes extension of the project registration*. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment 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 completion certificate, has been issued by the



competent authority;

- 9.1.2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

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

9.2.2. The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest **but after deducting the taxes, cesses thereon paid by the Promoter to the Government Authorities** , within forty-five days of receiving the termination notice:

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

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

9.3.1. In case the Allottee(s) fails to make payments for consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

9.3.2. In case of default by Allottee under the conditions listed above continues for a period beyond consecutive months after notice from the Promoter in this regard.

9.3.3. After the issuance of possession offer letter, failure on the part of

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- the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the possession offer letter;
- 9.3.4. After the issuance of possession offer letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Apartment and/or taking possession of Apartment within the period mentioned in possession offer letter;
- 9.3.5. Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- 9.3.6. Violation of any of the Applicable Laws on the part of the Allottee(s). In such circumstances the Promoter's rights/remedies are:
- a. In case of default mentioned in clause 9.3(i) above, the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
 - b. In case of default mentioned in clause 9.3 (ii) above, the Promoter shall be entitled to cancel the allotment by terminating this Agreement by serving a notice of 30 days prior to such termination to the Allottee(s) in this regard;
 - c. Further till the time Promoter exercise the right to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of possession offer letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. of the built up area of the Apartment on monthly basis; (d) taxes (e); withhold registration of the conveyance deed of the Apartment in favour of the Allottee(s); and to refuse possession of Apartment to the Allottee(s) till payment of amounts is recovered;



d. The rights and remedies of the Promoter under this clause shall be in addition to other rights and remedies available to the Promoter under applicable laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;

e. Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Apartment. The Promoter shall be entitled to sell the Apartment to any other person or otherwise deal with the Apartment in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :

1. The Booking Amount;
2. The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage, if applicable;
3. Further, the Promoter shall not be liable to repay the taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Apartment, however, the Allottee(s) shall be free to claim refund from concerned department;

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

10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter, on receipt of Total Price of the Apartment as per terms and conditions of this Agreement from the allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of completion certificate, to the Allottee:

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

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

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

1. That until the takeover of the Common Areas and Facilities on the Project Land by the Association of Allottees in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities on the Project at reasonable charges.
2. That the Promoter shall enable and the Allottee(s) shall participate in the formation of an Association of Allottees in the Project as per Applicable Laws with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of the Project and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Association of Allottees may decide from time to time keeping in view the best interest of the allottees of the Project. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Association of Allottees and shall become the member of the Association. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Association of Allottees under the applicable laws to the Association of Allottees and the Association of Allottees will take care of the Common Areas and Facilities of the Project.
3. The Promoter shall transfer the amount collected towards IFMS to the Association of Allottees without any interest at the time



of takeover of Common Areas and Facilities of the Project by the Association of Allottees.

4. That as and when the Common Areas and Facilities of the Project shall be handed over to the Association of Allottees, the Association of Allottees will remain responsible for maintenance, repairs, safety and security of such Common Areas and Facilities of the Project from the date of handing over.
5. The Allottee(s) shall be liable to pay proportionate common electric charges, sewerage charges and water charges from the date mentioned for taking over the possession in the offer of possession letter.
6. The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Promoter or Association of Allottees or maintenance agency, as the case may be, and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Association of Allottees from time to time.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over **the first**

possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of construction for which the Promoter shall not be liable as stated above in case of any

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other defect pointed by the Allottee, the same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Allottee(s) falls under the provision of the Act.

However, in case any damage to the Apartment is caused by the Allottee(s) and/or any reasonable wear and tear and/or and/ or improper maintenance and undue negligence on the part of the Allottee(s)/Association of Allottees and/or any damaged caused due to force majeure shall not be covered under defect liability.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound



which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 15.2. The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.
- 15.3. 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.
- 15.4. The Allottee understands and agrees that the said ownership rights in the Apartment shall be sold to the Allottee only for the specified purpose of being used as residential unit subject to the specific condition that the Allottee shall have no right to use the Apartment for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the Apartment for the purpose other than that for which the Apartment is being sold to him. In the case



of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.

- 15.5. The Allottee shall not use the said apartment and/or Common Area / Common Parts/ Facility in the project for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other apartment(s).
- 15.6. The Allottee shall not do or suffer anything to be done in or about the said Apartment which may tend to cause damages to any Common Area/ Roads/ passage in the Apartment or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- 15.7. The Allottee shall not at any time demolish the structure of the said Apartment or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said Apartment or any part thereof. The Allottee may, however, make changes in the said Apartment and other internal alterations and additions as per the terms of this Agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said Apartment & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax, etc.
- 15.8. That the Allottee shall carry out day-to-day maintenance of the said Apartment and fixtures and fittings installed therein including painting,



- polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Apartment at its own costs without affecting and disturbing other occupants.
- 15.9. The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Apartment, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.
- 15.10. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.11. The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Apartment of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Apartment. If the Promoter/AOA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within__days from the date of notice in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said Apartment and such demands shall be treated as unpaid consideration of said Apartment and the Promoter shall have first charge/ lien on said Apartment for recovery of such demands from the Allottee.



- 15.12. The Allottee undertakes not to sub-divide the said Apartment, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Apartment, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / Promoter so inducted by the allottee shall also be bound by the terms and conditions of this Agreement.
- 15.13. The Allottee understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by Allottee in proportion to the carpet area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay such proportionate amount of tax.
- 15.14. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Apartment applied for, the Promoter shall facilitate the process subject to the following:
- i. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
 - ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment interest shall be applicable.
 - iv. In case of default in repayment of dues of the financial institution/agency by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the said Apartment and repay the amount received till the date after deduction of Earnest



Amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the Allottee.

- 15.15. The Allottee understands that the Project comprises of parking with each individual apartment(s) and Allottees shall use only those parking spaces across the Project for the Allottee(s) exclusive use. The Allottee shall not use the parking space for any other purpose other than parking the vehicle. Further, allottee shall not fix the gate or any other cover in front of the parking space, this shall remain open. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Apartment. The Allottee agrees that the parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said Apartment under any of the provisions of this Agreement.
- 15.16. The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Apartment(s). Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- 15.17. The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.
- 15.18. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any



- manner whatsoever for the same.
- 15.19. That if the Allottee intends to carry out the interior adaptations and interior works in the Apartment(s), he shall seek prior permission of the Promoter/Association of Allottee(s), which will permit the same subject to appropriate conditions.
- 15.20. After handing over of the said Project, it shall be the responsibility of the Association of Allottee(s) for obtaining/renewal of insurance for the Project and pay insurance premiums.
- 15.21. The Promoter shall have exclusive right over the parapet walls and all outer walls of the project including all elevation features and shall always be entitled to use the same in any manner without the hindrance of the allottee/owner's association. The promoter shall be exclusively entitled to install signage, hoardings, advertisement and/or perform any kind of branding activities for any of its project at any suitable place in the project and the allottee/owner's association shall not have any objection to it and shall not have any right to demand any charges.
- 15.22. Allottee understands that after the possession of the Apartment is handed over if any work thereafter, is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee(s) in co-operation with the occupants/s in the said Project at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
- The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 17. ADDITIONAL CONSTRUCTIONS:**
- The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.



18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

19. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said apartment and deducting reasonable administrative charges as may be decided by the Promoter.

20. ENTIRE AGREEMENT:

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

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21. RIGHT TO AMEND :

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

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

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

24. SEVERABILITY:

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



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

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

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in -----

----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at----- (*specify the address of the Sub-Registrar*). Hence this Agreement shall be deemed to have been executed at --.

28. NOTICES:

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

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

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by



registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

29. JOINT ALLOTTEE:

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

30. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of the agreement for sale for such apartment, 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.

31. GOVERNING LAW:

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

32. JURISDICTION:

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

33. 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.

34. DISCLOSURE:

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

35. ASSIGNMENT:

The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The Allottee assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his / her nominee(s). It is distinctly understood by the Allottee that upon such transfer, the Allottee shall no more be entitled to any privileges and facilities, if any, available in the said apartment arising from the allotment of the said apartment. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the Allottee of the Apartment(s) shall be liable to pay Transfer Fee of Rs.

(plus GST and other applicable taxes) of the Apartment to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as

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specified in the Agreement.

The Allottee and the persons to whom the Apartment is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ AOA. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

- 36. INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).
- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.



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

37. SPECIFIC PERFORMANCE:

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

38. DISPUTE RESOLUTION :

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

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on

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



Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)
---	--	---

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

PROMOTER For and on behalf of M/s Name Signature Designation
--

WITNESSES
1- Signature Name Address
2- Signature Name Address

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

1-

Name of Scheme/Colony and City	Plot No.	Area (in meters)
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- 2- The piece and parcel of the plot of land in site is bounded on the :- In North
 In South
 In East
 In West
 And measuring
 North to South
 East to West
- 3- Latitude/ Longitude of the end points of the Project In North
 In South
 In East
 In West
- 4- Other details of the location of the Project
- 5- Location Map

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

SCHEDULE-3
(Specification of the Project)

SCHEDULE-4



(Floor Plan of the Apartment and Details of the Apartment)

Super area-

Builtup area-

Carpet area-

Area of the exclusive balcony-

SCHEDULE-5

(Details of Plan of Development Works)

SCHEDULE-6

(Salient Features of the Project)

SCHEDULE-7

(External Development Works of the Project)

SCHEDULE-8

(Stage Wise Time Schedule of the Project)



SCHEDULE-9

(Total Price and Unit Price of the Apartment)

Unit Price of the apartment is Rs. _____/- (In words Rupees
_____ only)

Note 1: Unit Price includes Basic Sale Price and Additional charges.

a. Basic Sale Price:- _____

(Basic Sale Price includes carpet area, exclusive balcony/verandah area and proportionate cost of common areas and facilities) of the apartment is Rs. _____ for built up area of _____ Sq. Ft. and carpet area of _____ Sq. Ft.

b. Additional charges:-

S.No.	Particulars	Amount (in Rs.)

c. Other Payment:-

S.No.	Particulars	Amount (in Rs.)
1.	Interest Free Maintenance Security	
2.	Taxes	

Total price includes Unit Price and other Payments

Total Price of the apartment is Rs _____/- _____ (In words
Only _____)

SCHEDULE 10 (Payment Plan)

SCHEDULE-11 (Common Areas and Facilities of the Project)

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