

### **AGREEMENT TO SELL**

This **Agreement to Sell** (hereinafter referred to as "**Agreement**") is executed at Jaipur on this \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between:

**M/s ICARUS BUILDERS & DEVELOPERS PVT. LTD.**, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at A-105, The Milestone, Tonk Road, Gandhi Nagar Mod, Jaipur represented herewith through its duly authorized representative Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_, *hereinafter referred to as* '**THE DEVELOPER/Seller**' (which expression shall, unless it is repugnant to the context, or

meaning thereof includes its executors, representatives and authorities)  
on *the First Part*.

**AND**

Mr./Mrs./Ms. \_\_\_\_\_  
Son/Daughter/Wife of \_\_\_\_\_  
Age \_\_\_\_\_ years, Resident of \_\_\_\_\_  
\_\_\_\_\_ Occupation  
\_\_\_\_\_

Residential Status: Residential/Non-Resident/Foreign National of Indian  
Origin \_\_\_\_\_ Income Tax Permanent Account No.  
\_\_\_\_\_ Ward/Circle and place where assessed to Income  
Tax \_\_\_\_\_

**\*\*JOINTLY WITH**

\*\* Mr./Mrs./Ms. \_\_\_\_\_  
Son/Daughter/Wife of \_\_\_\_\_  
Age \_\_\_\_\_ years Resident of \_\_\_\_\_  
\_\_\_\_\_ Occupation  
\_\_\_\_\_

Residential Status: Residential/Non-Resident/Foreign National of Indian  
Origin \_\_\_\_\_ Income Tax Permanent Account No.  
\_\_\_\_\_ Ward/Circle and place where assessed to Income  
Tax \_\_\_\_\_

(hereinafter jointly and severally referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their legal representatives, administrators, executors, successors and permitted assigns).

**OR**

\* \* M/s. \_\_\_\_\_ a partnership firm duly registered under the Indian Partnership Act, 1932, having its office \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_

represented herewith through its partner authorized by resolution dated \_\_\_\_\_

\_\_\_\_\_ Shri/Smt. \_\_\_\_\_

S/o \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter referred to as the "**Allottee(s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to include all the partners of the partnership firm and their legal heirs, legal representative, administrators, executors, successors and permitted assigns).

(Copy of the resolution signed by all Partners annexed herewith).

**OR**

\*\*M/s \_\_\_\_\_ a Company registered under the provisions of Companies Act 1956, having its registered office at \_\_\_\_\_,

represented herewith through its duly authorized signatory Shri / Smt. \_\_\_\_\_

\_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_

authorized by Board Resolution dated \_\_\_\_\_  
(hereinafter referred to as the "**Allottee(s)**") which expression shall unless repugnant to the context or meaning thereof, be deemed to include its legal representatives, successors in business and permitted assigns).  
(Copy of Board Resolution along with a certified copy of Memorandum and Articles of Association annexed herewith).

(\* \* **Delete whichever is not applicable**)

*(Hereinafter the **DEVELOPER/ Seller** and the **Allottee(s)** shall collectively be referred to as "Parties" and individually as "Party" as the context of the agreement may demand.)*

[1] **IN THIS AGREEMENT** unless it is contrary or repugnant to the context of the meaning thereof:

## **DEFINITIONS**

**"The said land"** refers to the piece of land admeasuring \_\_\_\_\_ sq. ft. situated at \_\_\_\_\_ registered in the revenue records at book no. \_\_\_\_\_ page no. \_\_\_\_\_ zild no. \_\_\_\_\_. The said land is more specifically delineated in the site map annexed with this Agreement forming an integral part of this Agreement, shaded in \_\_\_\_\_ more particularly described in the **Schedule – A** to this Agreement.

**"BlueForest"** refer to as a structure build up on the said land having Club House, Pent Houses, and other facilities of a Resort

comprising of a super built-up area of \_\_\_\_\_ Sq. Ft. on the said land (hereinafter referred to as the Premises), more particularly described in the **Schedule-B** annexed to this agreement.

**“Demised Premises/ Pent House”** refers to the unit specified in this Agreement, to be leased by the Lessor to the Lessee, with proportionate right/title/interest in the said premises, with the super built up area of 600 sq. ft. of type \_\_\_\_\_ situated in Block \_\_\_\_\_, more particularly described in the **Schedule- C** with its outline specification given in **Schedule- D**.

**“Common Parts and Common Spaces”** shall mean and include the parts spaces, the infrastructure and the equipments provided **and/or** reserved for the common use and the enjoyment in the Land and the Premises and as described in **Schedule-E** of this Agreement.

**“Common Expenses”** shall mean the expenses for common purpose.

**“Effective Date”** shall mean the date of this Agreement written hereinabove;

**“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:

- (a) acts of God. i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
- (b) any Change in Law;
- (c) explosions or accidents, air crashes and shipwrecks; strikes or lock-outs;
- (d) any event or circumstances analogous to the foregoing;

**“Government”** or **“Governmental Authority(ies)”** shall mean any statutory authority, government department, agency, commission, board, tribunal, court or other entity in India authorized to make Laws.

**“Government Official”** shall mean any officer or employee of a Governmental Authority, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government, Governmental Authority or public international organization;

**“Taxes”** or **“Taxation”** shall mean any taxes, duties (including stamp duties), excise, charges, fees, levies or other similar assessments by or payable to a Governmental Authority in India, including in relation to (a) income, services, gross receipts, premium, immovable property, movable property, Assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes and (b) any interest, fines, penalties, assessments, or additions to Tax resulting from,

attributable to or incurred in connection with any proceedings in respect thereof;

**“Super Built up area”** shall mean the built up area of the unit along with the proportionate common areas like area occupied by lift, landing, lobbies, staircase, entrances foyer, water tanks, electrical transformer & panel, guard room, common toilets, generator room etc. and all spaces meant for the common use of the Occupants of respective pent houses of the Premises.

**Interpretation:-**Unless the context of this Agreement otherwise requires:

Words of any gender are deemed to include those of the other gender;

Words using the singular or plural number also include the plural or singular number, respectively;

The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;

The term “Clause” refers to the specified Clause of this Agreement;

The words “directly or indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and “direct or

indirect” shall have the correlative meanings;

Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;

Reference to the word “include” shall be construed without limitation;

The Schedules hereto shall constitute an integral part of this Agreement;

References to the knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness of such Person after examining all information and making all due diligence, inquiries and investigations which would be expected or required from a person of ordinary prudence;

Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

**WHEREVER** any expenses or costs are mentioned to be



borne **or** paid **Proportionately** by the Allottee(s), the portion of the amount payable by the Allottee shall be in proportion of the area of the Allottee's Pent House to the aggregate built up area of all the pent houses of the premises and the said proportionate area shall include the proportionate areas of the total common area constructed and completed in the Premises.

- [2] **WHEREAS** the Seller is a private limited company formed under the provisions of Companies Act, 1956 with the Main Object of \_\_\_\_\_ .The Seller is an absolute owner and possesses the said land having a clear marketable title and shall build the premises in accordance with the maps approved by Jaipur Development Authority over the said land in the name of **Blueforest**, and the Seller has got necessary Plans in respect of the said land duly sanctioned in its name by the Jaipur Development Authority in respect of the premises proposed to be constructed therein comprising of several Pent Houses, common space and common facility areas as shown in the plans approved by the Jaipur Development Authority.
- (3) **AND WHEREAS**, Project Plan is subject to the approval of the Rajasthan State Government and the Seller shall refund the amount so paid by the Allottee(s) with \_\_\_\_\_ interest per annum in case the approval by the Government is denied.
- (4) **AND WHEREAS** the Seller has commenced construction of the proposed Project in accordance with the said plans.
- (5) **AND WHEREAS** the Project when completed shall be known as in "**Blueforest**" or otherwise decided by the Seller.

- (6) **AND WHEREAS** the **Allottee(s)** has taken the inspection of title documents of the Land and the approved Plans in respect of the land and has satisfied himself and after going through the plans and specifications of the said Project including the proposed pent house and common areas to be built, applied/ requested vide application number \_\_\_\_\_ dated \_\_\_\_\_ for provisional allotment of the said Pent House along with proportionate share underneath the premises with right in respect of the common area for the purpose of securing the beneficial enjoyment of the demised premises as and when it is constructed on the Terms & Conditions as settled hereinafter.
- (7) **AND WHEREAS** the **Seller** has accepted the request/ application of the **Allottee(s)** and has earmarked Pent House bearing No. \_\_\_\_\_ of \_\_\_\_\_ Type **in Block** \_\_\_\_\_ having approx Built-up area of 600 Sq. ft. in the premises known as **“Blueforest”**, subject to the Terms & Conditions hereinafter appearing.
- (8) **AND WHEREAS** the Seller is entering into several agreements with several parties or persons for allotment of other pent houses except the demised premises, in the said premises. The Allottee(s) shall have no objection in relation to the same.
- (9) **AND WHEREAS the** parties hereto are now desirous to enter into this agreement to reduce their understanding into writing in respect of the said Pent House.

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:**

(1) The **Seller** hereby agrees to allot and the **Allottee(s)** hereby agrees to be allotted the Pent House bearing No. \_\_\_\_\_ together with rights/titles/interests in the proportionate land underneath the said premises in which the demised premises is situated for use as **residential accommodation** as detailed below at the rate mentioned against it and upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto. The outline specification of the premises is given in the **Schedule- D**. The various charged and free hospitality services and Resort amenities as mentioned in **Schedule-F** shall be available to the Allottee(s).

Details of the said Pent House:

- a) Pent House No. ....Type: .....
- b) Approx. 1600 sq ft land piece including Built up Area 600 sq. ft (Super Built up area .....sq. ft)
- c) Block no .....
- d) Rate per sq. ft. .... (to be applied on Super Built up Area)
- e) Basic Sell consideration: Rs..... (In words: Rs .....only)

(2) That the rate mentioned in the agreement is inclusive of the cost of providing electrical wiring upto the entrance of the Demised Premises upto the meter box, and shall also include the cost of electric fittings, fixtures, etc. If due to any subsequent legislation/ Government order or directive or guidelines or change in any other relevant laws and

codes or if deemed necessary at the sole discretion of the **Seller**, additional fire safety measures are undertaken, then the **Allottee(s)** agrees to pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the **Seller**, which shall be final and binding on the **Allottee(s)**.

That the **Allottee(s)** has paid a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the following manner as booking amount, the receipt of which, the **Seller** do hereby acknowledge.

	<b>Dated</b>	<b>Amount</b>	<b>Drawn on</b>
Cheque No			

Total

The **Allottee(s)** shall and do hereby agree to pay the balance lease consideration of Rs..... /- (Rupees .....only) which shall be payable in installments in the manner provided in **Schedule-G**. Payment of Installments and other charges/ dues as contemplated in this Agreement within the time period specified below

by the **Allottee(s)** is the essence of this Agreement. **That the Seller and the Allottee(s) hereby agree that the amount paid to the extent of \_\_\_\_\_ of the consideration of the Premises shall be treated as the Security Deposit.**

- (3) That in addition to the Sell consideration of the demised premises, the Allottee(s) shall bear all taxes, levies or assessments, falling due from the date of possession. The Allottee(s) shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the lease of the said Pent House and for execution and registration, in future, of lease deed or for transfer or Conveyance in relation to the said Pent House.
- (4) Service Tax payable, if any, on the construction of Pent Houses / Common spaces and common facility areas or on its lease, shall be payable by the Allottee(s) at such rates as may be applicable from time to time.
- (5) That the **Allottee(s)** shall make all payments through A/c Payee Cheque(s) / Demand Draft(s) in favour of “\_\_\_\_\_”, payable at **JAIPUR** . The receipt would be valid only after realization of the said cheque/bank draft and effect of credit in the account of “\_\_\_\_\_”.
- (6) That the timely payment of installments, as stated hereinabove and the amount of applicable Service Tax, stamp duty, registration fee, maintenance and other charges payable under this Agreement, as and

when demanded, shall be the essence of this Agreement.

- (7) That the Developer shall have an exclusive right to obtain the demised premises by the **Allottee** on sub lease for which terms and conditions, as shall be agreed upon, shall be executed by way of a separate agreement. The **Allottee** shall not sub lease, assign or lease the premises to any other legal person, without prior written permission of the **Seller**. It is made clear that the **Seller** is always bound to lease Penthouse from the **Allottee** and make lease payments as per the conditions decided in the other agreement but **Allottee** has the option to lease penthouse or not as per his own choice.
- (8) That it shall be incumbent on the **Allottee(s)** to comply with the terms of payment and / or other terms and conditions of this Agreement failing which the **Seller** shall be at liberty to forfeit the entire amount of security deposit as well as interest over unpaid installments (calculated at the rate of \_\_\_\_\_ per annum from the date of installment became due) and whereupon this Agreement shall stand cancelled and the **Allottee(s)** shall be left with no lien, right, title, interest or claim of whatsoever nature in the Demised Premises. The **Seller** shall thereafter be free to re-allot and / or deal with the Premises in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the security deposit shall be refunded to the **Allottee(s)** by the **Seller** only after realizing the amounts of re-allotment, without any interest or any compensation of whatsoever nature and after making deductions contemplated above. The **seller** shall have first lien and charge on the Premises for all its dues and other sums payable by the **Allottee(s)** to the **Seller** under

this Agreement. The payments made by the **Allottee(s)** shall be refunded in the same manner, as set out in this clause notwithstanding the fact that the **Allottee(s)** may himself voluntarily request for cancellation of his allotment. In such event of voluntary cancellation, the security deposit shall be liable to be forfeited.

(9) That it is clearly agreed and understood by the **Allottee(s)** that it shall not be obligatory on the part of the **Seller** to send demand notices / reminders regarding the payments to be made by the **Allottee(s)** as per Installment Plan specified in the Schedule-G and that without prejudice to what has been stated in the preceding clause, the **Seller** may at its sole discretion waive the right of cancellation on account of not making the payments at specified time but on the condition that the **Allottee(s)** shall pay interest at the rate of \_\_\_\_ per annum for the period of delay and such other penalties as the **Seller** may impose. The discretion for termination of Agreement or acceptance of delayed payment along with interest shall exclusively vest with the **Seller**. Any indulgence shown by the **Seller** shall not prejudice the rights of the **Seller** for subsequent defaults of the **Allottee(s)**.

(10) That the **Allottee(s)** shall not be required to pay any maintenance charges whether monthly or yearly for the entire premises if opted for leasing option no 2 (13 % fixed return). The Allottee(s) shall pay the maintenance charges @ Rs. \_\_\_\_\_ every month in terms of the Maintenance of the Pent House, which will be recurring charges throughout, effective from the date of possession (if not leasing penthouse). The **Allottee(s)** shall execute the Maintenance Agreement with the Maintenance Agency for the Pent House before

taking over the possession, which shall form part and parcel of this Agreement and violation of terms and conditions of any of these agreements shall invite cancellation of both agreements notwithstanding the fact that breach has been committed by the **Allottee(s)** of one of these Agreements only. Further, it is agreed by the **Allottee(s)** that the liability to pay the maintenance charges shall commence immediately from the date of offer of possession irrespective of that possession is taken at a later date by the **Allottee(s)** and shall continue irrespective of the fact that Maintenance Agreement has been executed or not by that time.

- (11) The allotment and right to use and occupy the said pent house by the Allottee(s) shall be in accordance with and subject and subordinate in all respects to the provisions of the by-laws of the State of Rajasthan and to such other regulations as the **Seller** may from time to time promulgate. Failure to comply with these provisions shall constitute a material breach of this Agreement and shall empower the **Seller** to terminate this Agreement.
- (12) The **Allottee(s)** hereby indemnifies and agrees to keep the **Seller** indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the **Seller** may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the **Allottee(s)** in respect of the said pent house, from the date of execution of this Agreement. That if at any time hereinafter, it is found that the Seller made any misrepresentation about the title of land or if the Allottee(s) is/ are dispossessed of the demised premises or any portion of the same or



restrained to use the common space or common facilities on account of any defect in the title of land, the Seller hereby covenants with the Allottee(s) that the Seller shall keep the Allottee(s) fully indemnified from and against any loss.

- (13) That the **Allottee(s)** agrees that for the purpose of calculating the allotment price (consideration) of the Pent House, the Super Built-up Area shall be the sum of built up area of the Pent House and the pro-rata share of common areas in the entire Premises.
- (14) Whereas the Super Built-up Area of the Premises shall mean and denote the covered area of the said pent house inclusive of the entire area enclosed by its periphery walls including areas under walls, columns, half the area of walls common with other pent houses, cupboards, lofts, balconies, etc., which form integral part of the pent house and common area shall mean all such parts / areas in the premises which the **Allottee(s)** shall use by sharing with other buyer(s) including entrance canopy and lobby, atrium, corridors and passage, (both open and covered), common toilets, security / fire control room(s), if provided, lift lobbies on all floors, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms, if any, staircase, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the basement to house services including but not limited to, electric substation, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment, circulation area, etc., shall be counted towards common area.

- (15) Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the Super Built-up Area of the Premises, this has been done on account of the structural design of the premises without which there can be no support to the said pent house. It is reiterated and specified that it is only the inside space in the said pent house that has been agreed to be allotted and inclusion of common areas in computation does not create any interest therein in favour of the **Allottee(s)**.
- (16) Nothing contained in these presents shall be construed to confer upon the **Allottee(s)** any right, title or interest of any kind whatsoever in, to or over the said premises or common areas. Such conferment shall take place only upon the execution of lease deed in favour of the **Allottee(s)**.
- (17) That the said Pent house shall be used only as per its earmarked use, as provided in **Clause (1)** and strictly in accordance with the use permitted in the premises plans approved by Jaipur Development Authority. The **Allottee(s)** shall not alter or change the earmarked use and shall not use the Pent House for any other purpose which may or is likely to cause nuisance or annoyance to occupants of other Pent Houses in the premises for any illegal or immoral purpose or to do or suffer anything to be done in or around the said pent house which tend to cause damage to any flooring or ceiling of any other pent houses over, below or adjacent to the said pent house or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The **Allottee(s)** shall not store any goods of hazardous or combustible nature or such goods, which

are so heavy that they can affect the construction or structure of the premises or any part thereof. The **Allottee(s)** hereby indemnifies the **Seller** against any penal action, damages or loss due to misuse for which the **Allottee(s)** shall be solely responsible.

- (18) That the **Allottee(s)** would not be entitled to assign, lease or part with the possession of the Pent House to any third party in any condition whatsoever. The Allottee(s) would only assign, lease or part with the possession of the said Pent House to the Seller in below leasing rates, which is pre decided and mentioned in the same paragraph. The Developer assures to the sellers that if sellers want to lease their penthouse to the Developer, The Developer is always bound to have such lease agreement with the seller on given leasing options which is pre decided and given below.

**Option No 1.** Lease rate would be of 6% of the registry cost of penthouse or actual rent received by the developer by sub leasing these penthouses to the resort tourist and dividing it in the total number of penthouses and number of days in that particular month and deduction of actual maintenance, service, self occupied days by Allottee and expense charges, out of both situations whichever is higher would be given as lease to the Allottee.

**Option No 2.** Lease rate would be of 13% of the registry cost of penthouse.

The terms and conditions for the same shall be governed by a separate Lease Agreement executed by and between the parties to this

Agreement. However Allottee can transfer or sell the property to any third party as per their own wish, with a prior consent from Seller.

- (19) That the specifications and information as to material to be used in construction of the said Pent House as conveyed by the **Seller** and agreed to by the **Allottee(s)** are tentative and that the **Seller** shall be at liberty to make such variations and modifications therein, as it may deem fit and proper or as may be done by any Competent Authority and that the **Allottee(s)** agrees not to object to such variations and modifications, in any manner whatsoever.
- (20) That the **Seller** shall, under normal conditions, complete the construction of the premises as well as the said pent house, as per the plans designs and specifications seen and accepted by the **Allottee(s)** with such additions, alterations, deletions and modifications in the layout and premises plans including the number of floors, as the **Seller** may consider necessary or may be required by any Competent Authority to be made in them or any of them while sanctioning the premises plans or at any time thereafter. The **Allottee(s)** agrees that no future consent of the **Allottee(s)** shall be required for these purposes. Alterations may inter-alia involve all or any of the changes in the said pent house such as change in position of the pent house, change in its dimensions, change in its area or change in its number or change in the height of the pent house. However, in case of any major alteration / modification at any time during the construction of premises the **Seller** shall intimate to the Allottee(s) in writing the changes thereof. In case, as a result of the above mentioned alternations, there is either a reduction or increase in the Area of the

said pent house or its location, no claim, monetary or otherwise, will be raised or accepted except that the agreed rate per sq. ft and other charges will be applicable for the changed area i.e., at the same rate at which the Premises was allotted and accordingly, as a consequence of such reduction or increase in Area the **Allottee(s)** shall be entitled to refund without interest only the extra price and other pro-rata charges recovered or shall be liable to pay to the **Seller** additional price and other proportionate charges without interest, as the case may be. However, the **Allottee(s)** shall be liable to pay interest over the additional price once the period for payment of the same as communicated by the **Seller** has expired.

- (21) That the possession of the Pent House is proposed to be delivered by the **Seller** to the **Allottee(s)** within \_\_\_\_\_ months from the date of this Agreement. If the completion of the premises is delayed by reason of non-availability of material to be used for the construction of the premises or water supply or electric power or as a result of any legislation, order or rule of regulation made or issued by the Government or any other Authority or if the competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the premises or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) became subject matter of any suit / writ before a competent court or due to force majeure conditions such as slow down, strike or due to a dispute with the construction agency employed by the **Seller**, lock out or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or any other reason beyond

the control of the **Seller**, the **Seller** shall be entitled to reasonable extension of time for delivery of possession of the Pent house. The **Seller** as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the **Seller** so warrant, the **Seller** may suspend the project for such period as it might consider expedient. In case the **Seller** is unable to complete the project on account of any law passed by the legislature or any other government agency, in that event the **Seller** if so advised, shall be entitled to challenge the validity, applicability and / or efficacy of such legislation, rule, order and / or bylaw by instituting appropriate proceedings before court(s), tribunal(s) or authorities. In such situation, the amounts paid by the **Allottee(s)** shall continue to remain with the **Seller** and **Allottee(s)** shall not be entitled to initiate any proceedings against the **Seller** for delay in execution of the project. It is specifically agreed that this Agreement shall remain in abeyance till final determination of such matters / cases by appropriate court(s) / tribunal(s) / authorities. In case, the **Seller** succeeds in its challenged to be impugned legislation / rule / order and / or bylaw, in that event, this Agreement shall be revived. In case, the **Seller** is unsuccessful in its challenge to the impugned legislation / rule / bylaw, or is otherwise unable to deliver the Premises to the **Allottee(s)**, in that event the **Seller**, at its sole discretion, shall refund without any interest or compensation and in such reasonable manner, as may be decided by the **Seller** the amounts paid by the **Allottee(s)**. The decision of the **Seller** in this regard shall be final and

binding on the **Allottee(s)**.

(22) That even after completion of the premises, the **Allottee(s)** shall not be entitled to demand possession of the Pent House agreed to be allotted to it unless and until the entire consideration amount, maintenance charges and all other payments payable by virtue of this Agreement have been fully paid by the **Allottee(s)**. The **Allottee(s)** shall be liable to take possession of the said pent house within thirty (30) days of dispatch of written notice by the **Seller** to the **Allottee(s)** intimating that the said Pent house is ready for delivery of possession. If the **Allottee(s)** fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the said pent house shall be at the risk and costs of the **Allottee(s)**. The **Allottee(s)** shall also be liable to pay holding charges @ Rs.\_\_\_\_\_ per sq. feet per month to the **Seller** for the period it delays to take over possession. The failure to take possession shall not absolve the **Allottee(s)** of its liability to pay maintenance charges, etc., to the **Seller**. The **Allottee(s)** shall be responsible and liable for all civil and criminal liabilities, which may accrue on the said pent house.

(23) That the **Allottee(s)** would not be allowed to carry out any external or internal modifications in the pent house. The Allottee(s) would not change the set up of the pent house and he would only be entitled to keep his belongings inside the pent house.

(24) The Allottee(s) would have the right to invite 100 persons in a day to the premises and the Allottee(s) shall not be liable to pay any extra

charges for the use of the free facilities provided by the premises, as mentioned in **Schedule-F** annexed hereto. However, the Allottee(s) shall be required to pay the charge for the charged amenities provided by the premises, as mentioned in **Schedule-F**, if the facilities are used by the Allottee(s) or the Guest of the Allottee(s).

(25) That in case the **Allottee(s)** proceeds to sub-divide the demised Premises agreed to be allotted to it or in case the **Allottee(s)** proceeds to use the demised Premises allotted to it for any purpose other than the one indicated in this Agreement or in case the **Allottee(s)** lets out / transfers / parts with possession of the Demised Premises in contravention of the terms contained in this Agreement, or commits any other violation of this Agreement, in that event the **Seller** shall be entitled to terminate this Agreement and resume the demised Premises agreed to be allotted to the **Allottee(s)** and to recover vacant possession from the **Allottee(s)** or any person indicated by him / her. The **Allottee(s)** undertakes to mention in the instrument of transfer / lease / sale / mortgage / gift etc., that the Pent House, subject matter of this Agreement shall only be used for the purpose indicated in this Agreement. In case the **Seller** is constrained to cancel the allotment and/ or resume the Premises and/ or to recover possession, entire costs and expenses incurred would be solely borne by the **Allottee(s)**.

(26) That the **Allottee(s)** shall use the demised Premises only for the purpose for which the same has been allotted. The unauthorized change of user would not only ruin the image of the premises, but would also adversely prejudice the rights and interests of other buyer(s) of the premises. The same would also seriously impair the



cleanliness of the project and would create hurdles in its maintenance.

- (27) That the **Allottee(s)** agrees and undertakes that the **Allottee(s)** shall, after taking possession of the said pent house or at any time thereafter, not object to the **Seller** constructing or continuing with the construction of the other block inside and / or outside the premises.
- (28) That the **Allottee(s)** shall, from the date of receiving possession maintain the said pent house at his / her cost, in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said pent house and/ or the Premises and/ or the staircases, lifts, common passage, corridors, calculation areas, atrium or the compound which maybe in violation of any laws or rules of any authority or change or alter or make additions to the said pent house and shall keep the said pent house, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in proper condition and ensure that the support, shelter, etc., of the said pent house or pertaining to the said premises in which the said pent house is located, is not in any way damaged or jeopardized.
- (29) (a) That the said lease right in the demised premises have been agreed to Leased to the Allotee(s) only for the specified purpose of being used as residential unit subject to the specific condition that the Allotee(s) shall have no right to use the demised premises for the business of workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allotee

has further specifically agreed that he shall not himself use or permit any other person to use the demised premises for the purpose other than that for which the demised premises have been leased to him. In the case of violation of this condition the Seller shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Seller's right to claim damages from the Allottee(s) and the right to take such other action or seek such other legal remedy as the Seller may decide for restraining the Allottee from making a use prohibited by this Agreement.

(b) The Allottee shall not use the demised premises for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other pent houses/Common spaces and common facility areas in the said Premises or the owners or occupiers of neighboring properties or to crowd of the lifts.

(c) The Allottee hereby agrees not to do or suffer anything to be done in or about the demised premises which may tend to cause damages to any flooring or ceiling or any space over/below or adjacent to the demised premises or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.

(d) The Allottee shall not any time demolish the structure of the demised premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said space or any part thereof.

- (e) (i) The Allottee shall not be permitted to close the verandah or balconies or common passages or common corridors or staircase even if particular floor/floors are occupied by the same party.
- (ii) The Allottee shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, lounges or any external wall or both the faces of external doors and windows of the space acquired by him, which in the opinion of Seller differ from the colour scheme of the premises. The Allottee shall have no right to make any new windows or opening or the right to make any changes in the doors, walls, windows, shutters and ventilators as may be provided in the demised premises.
- (f) Neither the Allottee nor the Occupier of the demised premises will put up any name or signboard, publicity or advertisement material, outside his pent house or anywhere in the common areas. The Allottee shall be allowed to put up his name-plate at the space provided by the Seller for this Purpose.
- (g) The Allottee shall not decorate the exterior of the demised premises otherwise than in the manner agreed to with Seller or in the manner as similar as may be in which the same was previously decorated.
- (h) The Allottee hereby agrees that he shall have no right to put or fix or store any kind of thing, article or goods in the common passages,

corridors, projections, open compound or any other common place or space owned by the Seller and the Seller shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the risk and responsibility of the Allottee. The Allottee shall be entitled to claim return of such goods, materials, packages or things from the Seller only on payment of removal storage charges fixed by the Seller provided that such goods are claimed within reasonable period and after the expiry of a reasonable period, the Seller shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Seller in respect of such goods.

(i) The Allottee agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy or can or are likely to affect endanger or damage the construction of the said Project. The Allottee shall not install any machinery, which may create sound, or noise, which may in any manner cause damages or injury to any structure or portion thereof. The Allottee further agrees the explosives combustibles articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by him under any circumstances in the demised premises, the Allottee shall not be entitled to use any oven to be lit up with fire or to use vapor lamps and /or similar appliances which may be deemed to adversely affect the electrical installation in the premises.

(j) That the Allottee has agreed that he shall comply with and carry

out from time to time all the requirements, requisitions orders and demands which are to be complied with under the orders of any competent legal authority in respect of any matter of the demised premises at his own cost and keep the Seller indemnified, secured and harmless against all cost and against all losses on account of non-observance of the condition of this Agreement.

(k) The Allottee agrees to Keep the walls of demised premises, partition walls and sewer drains, pipes and other fittings and fixtures and appurtenances thereto in good working conditions and in particular so as to support, shelter and protect, the parts of the premises other than his demised premises.

(l) The **Allottee(s)** shall carry out day-to-day maintenance of the said pent house and fixtures and fittings installed therein including painting, polishing of interiors of the said pent house at its own cost.

(30) That the **Allottee(s)** hereby undertakes that he / she shall comply with and carryout, from time to time, after it has been put in possession of the said pent house all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Seller in respect of the pent house at his own cost and keep the **Seller** indemnified, secured and harmless against all costs, consequences

and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

- (31) That the entire open space of the premises and any vacant portion of the land shall always remain in exclusive possession and control of the Seller and he alone shall be entitled to use or regulate the use of the said open space or vacant portion of the land or cause any development thereof in such manner as they may decide from time to time at their sole discretion. Further, all the terraces of the premises including the parapet walls of the terraces, outer walls of the premises shall always be the property of the **Seller**. The **Seller** shall be entitled to display signboards, advertisements on the exterior of the premises including common area and use such open, free space for brand promotion and to generate revenue there from which shall belong exclusively to the **Seller**. The Seller alone shall be entitled to hoardings etc. The Allottee(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within the premises.
- (32) That the **Allottee(s)**, tenants, employees and occupants who may use the said pent house in the manner set out in this agreement shall be bound by all agreements, decision and determinations of the Maintenance Agency including any occupant using the said pent house.
- (33) The **Allottee(s)** undertakes to pay all sums assessed by the Maintenance Agency, within such time period as may be prescribed.
- (34) That all sums assessed by the Maintenance Agency and remaining

unpaid by the **Allottee(s)** or occupant inducted by him / her shall constitute a charge on the said pent house. The **Allottee(s)** shall comply with the decisions and resolutions of the Maintenance Agency or its representatives and failure to comply with the same shall empower the Maintenance Agency or any person nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the **Allottee(s)** / occupant from using and utilizing the Pent House as well as the common areas and facilities and simultaneously obtain, if so required, injunctive relief against such **Allottee(s)** / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air-conditioning, etc., shall not absolve the **Allottee(s)** / occupant inducted by him of his / her liability to pay maintenance charges to the Maintenance Agency nominated by it.

- (35) The **Seller** will retain the ownership and possession over the common areas and amenities and will make available the same for the usage to the Allottee(s) at a reasonable cost and equitable manner. All the equipments and common utilities installed or placed in common areas, shall be the exclusive property of the **Seller**. It is clearly understood by the **Allottee(s)** that the equipment and common utilities installed or placed in common areas does not envisage any lease or ownership of the equipment / utilities to the **Allottee(s)**. The rights to use the common area, common amenities, facilities and services is conditional provided the **Allottee(s)**, their occupants including contractors, invitees, licensees, employees and agents exercise such right in accordance with the provisions of the Bylaws

provided.

(36) That it is clearly understood and agreed by and between the parties hereto that the **Seller** shall have the unqualified and unfettered right to allot or lease or use the space in the atrium to anyone of its choice on any terms and conditions as they deem fit and the **Allottee(s)** shall not be entitled to raise any objection or claim or compensation on the ground of inconvenience or any other ground whatsoever. The occupier in the atrium shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the **Seller**.

(37) (a) That the total Maintenance Charges have been fixed by the **Seller** on the basis of fair price of the materials, commodities and services and official levies, fees etc. which at present market rates, comes to Rs. \_\_\_\_\_ Sq. Ft. per month. However, this charge is expected to go up by the time the construction of Apartment is complete and possession of the demised premises is handed over to the Allottee. The Allottee further specifically agrees that the maintenance Agency or Society or its nominee may suitably increase the rates at any time in view of the increase in the above mentioned and other factors of the cost. The decision of the **Seller**, in respect of the cost of maintenance will be final and binding on the **Allottee(s)**. These charges will be paid at monthly / quarterly / half yearly intervals, as decided by the Seller, from time to time. Further in addition to agreed monthly maintenance charges, the allottee shall also be liable to pay Service Tax on such maintenance charges at the rates prevailing from time to time.

(b) The maintenance charges shall become payable by the **Allottee(s)**



in advance every month within \_\_\_\_ (\_\_\_\_) days of the demand by the **Seller** or the Maintenance Agency permitted by the **Seller**. In case, the **Allottee(s)** fails to pay the Maintenance Charges by due date or within the period mentioned in the notice, the **Seller** shall be entitled to levy interest at the rate of \_\_\_\_ per annum over the outstanding amount till demand for the next month is raised.

(c) The **Allottee(s)** also undertakes to deposit with the **Seller**, as and when required Security Deposit in respect of electric / water meters. As far as charges and dues contemplated by this Agreement are concerned the Seller shall have the first lien on the premises.

(d) As and when any plant and machinery including but not limited to lifts, DG Sets, electric sub-stations, pumps, fire fighting equipment, club house equipments, etc., require replacement and / or up gradation the cost thereof shall be contributed by all the **Allottee(s)** in the premises on pro-rata basis. The Seller shall have the sole discretion to decide the necessity of such replacement and/or up-gradation including its timings or cost thereof and the **Allottee(s)** agree to abide by the same.

(e) In the event of the **Allottee(s)** failing to make any of the payment payable and due, after notice as set forth, the **Seller** shall not be liable to provide any / all the services set out for in the Bylaws to the **Allottee(s)** and shall be entitled to disconnect any / all such services as it feels prudent. The **Seller** shall also be entitled to disconnect all the amenities, facilities and services, which will include without

limitation electricity and water supply to the **Allottee(s)**.

(38) (a) That the **Allottee(s)** has agreed to lease the demised premises, on the specific understanding that the right to the use of common facilities shall be subject of performance of all the covenants of these presents and if not adhered to be paid regularly the **Allottee(s)** shall have no right to use the common facilities. So long as the charges (all payments envisaged under these presents) are regularly paid, and covenants herein observed, that right shall subsist.

(b) Since the said pent house hereby agreed to be allotted is a part of premises sand it is in the interest of the **Allottee(s)** / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises and/ or the said pent house, including the common areas and to give an effective hand to the **Seller** to deal with such unlawful entrants / peddlers, etc. and also to enable the **Seller** and lawful occupants of the various other pent houses in general, to deal more effectively with the security of the Premises and/ or pent house and maintenance of order therein, the entry be regulated. For this purpose, the **Allottee(s)** agrees that the **Seller** shall be free to restrict the entry of anyone into the premises whom it considers undesirable. In case of insistence, the security staff of the premises will be at liberty to call upon the **Allottee(s)** / lawful / tenant / occupant of the said pent house to come to the gate to personally escort the persons from the gate to his/ her pent house and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of

security services will not cast any liability of any kind upon the **Seller**

- .
- (39) That the **Allottee(s)** agrees to pay on demand government rates, taxes, or cess of all / any kind whatsoever including lease money whether levied or leviable now or in future on the land and the premises as the case may be from the date of booking of said pent house and the same shall be paid by the **Allottee(s)** in proportion to the Super Area of the said pent house. Such an apportionment shall be made by the **Seller** and the same shall be conclusive, final and binding upon the **Allottee(s)**. Further, the **Allottee(s)** shall be liable to pay property tax, fire fighting tax or any other fee or cess as and when levied by a local Body or Authority and so long as the said pent house under the occupation of the **Allottee(s)** is not separately assessed to such taxes. The aforesaid fee, taxes or cess, shall be paid by the **Allottee(s)** on pro-rata basis as determined by the **Seller** and determination referred to above shall be final and binding upon the **Allottee(s)**. These taxes shall be paid by the **Allottee(s)** irrespective of the fact whether the maintenance is carried out by the **Seller**.
- (40) That the structure of the premises shall be insured against fire, earthquake, riots and civil commotion, militant action, etc. by the **Seller** but contents of the said pent house shall be insured by the **Allottee(s)** as his / her own cost. The cost of insuring the premises shall be recovered from the **Allottee(s)** as a part of total maintenance charges. The **Allottee(s)** shall not do or permit to be done any act or thing which may render void or voidable insurance of any premises or

any part of the premises or cause increase in the premium to be payable in respect thereof.

- (41) That the **Allottee(s)** shall permit the Seller and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said pent house or any part thereof to view and examine the state and conditions thereof and the **Allottee(s)** agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the **Seller** to the **Allottee(s)**, and for the purpose of repairing, maintaining, cleaning, lighting and keeping in order and condition of all Service drains pipes, cables, water course, gutters, wires, part structures or to their convenience belonging to or serving or used for the said pent house and also for the propose of laying, maintaining, repairing and restoring drainage and water pipe, electric wires, cables and for similar purpose.
- (42) That the **Allottee(s)** hereby covenants with the Seller to pay from time to time and at all times the amounts which the **Allottee(s)** is liable to pay as agreed under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Seller and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the **Seller** may suffer as result of non payment, non-observance or non-performance of the said covenants and conditions.

(43) That the **Allottee(s)** and the persons to whom the Premises or part thereof is let, 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 **Seller** and/or its representative may ask it to do from time to time.

(44) That all notices to be served on the Seller as contemplated in this Agreement shall be deemed to have been duly served if sent to the **Allottee(s)** or the **Seller** by-paid Registered Acknowledgement Due Post at their respective addresses specified below:

BlueForest

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**Allottee(s)**

Mr. / Ms. / Mrs. / M/s \_\_\_\_\_

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It shall be the duty of the **Allottee(s)** to inform the **Seller** of any subsequent change in the above address by Registered A.D. Post falling which all communications and letters Posted at the above address shall be deemed to have been received by the **Allottee(s)**.

(45) That in case there are joint **Allottee(s)**, all communications shall be

sent by the **Seller** to the **Allottee(s)** whose name appears first and at the address given by him. Such dispatch of correspondence shall be valid and for all purposes be considered to be addressed/ served on all the **Allottee(s)**.

(46) That the **Allottee(s)**, if resident outside India shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, and other applicable laws including that of remittance of payment and for acquisition of the immovable property in India. The **Allottee(s)** shall furnish the declaration as required under law. In case there is any change in the residential status of the **Allottee(s)**, subsequent to the signing of this Agreement, the same shall be intimated to the Seller immediately.

(47) That failure of the **Seller** to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision strictly.

That Allottee shall be required to give Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per day as electricity charges for the Pent House. The Allottee(s) understands that the rate of power supply may fluctuate and so the Allottee(s) hereby undertakes to pay the amount as required by the Seller. The Allottee(s) understands that the Seller would have a sole discretion to decide the rate of electricity supplied to the Allottee(s).

- (48) That it is expressly understood that the internal security of the said pent house and the men / materials kept therein and their safety is the sole responsibility of the **Allottee(s)**.
- (49) That the **Allottee(s)** agrees to comply with the requirements of any law relating to Pent House which might be enacted in Rajasthan and also agrees to abide by the scheme/guidelines/rules framed by the Seller or any other authority in this regard.
- (50) That it is also agreed that in case of permission of any additional construction/development/FSI in respect of the land or /and the premises, all rights relating to construction, sell, use etc. shall remain exclusively with the Seller and the **Allottee(s)** shall not be entitled to any right whatsoever in respect thereof.
- (51) That 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 pent house, shall equally be applicable to and enforceable against any and all occupiers and / or subsequent buyer(s) of the said pent house, as the said obligations go along with the said pent house for all intents and purposes.
- (52) That this Agreement is the only Agreement for the allotment of the said pent house to the **Allottee(s)** and supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the **Seller**.

- (53) That the rights and obligations of the Parties under or arising out of the Agreement shall be construed and enforced, in accordance with the laws of India.
- (54) This Agreement shall be governed by and construed in accordance with the laws of India and the courts of Jaipur shall have exclusive jurisdiction in respect of this Agreement.
- (55) All disputes and differences between the parties hereto regarding the interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents shall be referred to a Sole Arbitrator appointed jointly by Seller and the Allottee and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory re-enactment or modification thereto for the time being in force. The venue of such Arbitration shall be Jaipur. This Agreement shall be subject to Jaipur jurisdiction.
- (56) This agreement has been executed in duplicate. One Copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same agreement.

**IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS TO  
THIS AGREEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.**

**SIGNED SEALED AND DELIVERED BY THE WITHINNAMED SELLER  
BY THE HAND OF**



**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED  
ALLOTTEE BY THE HAND OF**

Mr. \_\_\_\_\_ S/o or D/o or W/o \_\_\_\_\_ aged \_\_\_\_\_ R/o  
\_\_\_\_\_

**Or**

\_\_\_\_\_ Company incorporated under the provisions of  
Companies Act, 1956 and having its registered office at  
\_\_\_\_\_ represented herewith through its duly  
authorised representative \_\_\_\_\_ S/o \_\_\_\_\_  
R/o \_\_\_\_\_,

**Or**

\_\_\_\_\_ A Partnership Firm registered under the Partnership  
Act, 1932 and represented by its partner or Authorized Representative  
Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_

**Or**

Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ Sole-Proprietor  
of the Sole-Proprietorship concern \_\_\_\_\_

*The First Part*

In the presence of :

\_\_\_\_\_

**M/s ICARUS BUILDERS & DEVELOPERS PVT. LTD.**, represented  
herewith through its duly authorised representative \_\_\_\_\_  
S/o \_\_\_\_\_ R/o \_\_\_\_\_,

*The Second Part*

In the presence of :

\_\_\_\_\_

**SCHEDULE - A**

**THE SAID LAND**

ALL that the whole of Land situated at \_\_\_\_\_  
surrounded on all the sides by \_\_\_\_\_ measuring  
\_\_\_\_\_ having following Dimensions:

On North : East West : \_\_\_\_\_ft

On South : East West : \_\_\_\_\_ft

On East : North South : \_\_\_\_\_ft

On West : North South : \_\_\_\_\_ ft

The above Land is bounded as under in the

**EAST** :

**WEST** :

**SOUTH** :

**NORTH** :

**SCHEDULE – B**  
**BLUEFOREST**

## **SCHEDULE – C**

### **THE PENT HOUSE**

The said Pent House is ALL THAT the unit in the Premises situated in the said land admeasuring \_\_\_\_\_ super built up on \_\_\_\_\_ Floor in \_\_\_\_\_ Block. The Pent House is a 600 Sq. Ft. carpet area made of wooden structure. The Pent House is fully furnished and it contains:

1. One bedroom fully air conditioner with attached modular latbath, plasma screen television, bed and wardrobe.
2. A living room with a sofa and a centre table.
3. A open modular kitchen
4. A balcony with bamboo chair and table.

The Allottee(s) has a right of use of the common areas along with other Owners of the other Pent Houses in the Premises and as shown for clarity in the annexed plan of the Pent House and marked \_\_\_\_\_ with outline specification as mentioned in the **Schedule-D**.

**SCHEDULE-D**

**OUTLINE SPECIFICATION OF THE PENT HOUSE**

## **SCHEDULE – E**

### **COMMON PARTS AND THE COMMON AREAS**

1. Staircase and landings on all the floors including main entrance lobby.
2. Common passage on the Ground Stilt Floor.
3. Water pipes and other plumbing installation from the Overhead / Underground water tanks for the supply of the water.
4. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular unit), Transformer etc.
5. Light and electrical fittings if any, in the aforesaid common parts.
6. Boundary wall.
7. Main Gate.
8. Bore well and pump.
9. Common Toilets & Lobbies, if any on the Stilt Parking Floor.
10. Open set backs of the plot after leaving space for the reserved open car parking areas.
11. Lift and its machineries, Lift well, Generator etc. (if any).
12. Telephone lines and Cable TV wires.
13. Landscape Gardens

**SCHEDULE – F**

**FACILITIES**

**Charged Facilities**

<b>S.NO.</b>	<b>PARTICULARS</b>
1.	Food and Liquor
2.	SPA
3.	Use of Conference Hall
4.	Maintenance of own Pent House
5.	Electricity and Water Supply Charges
6.	Telephone Call Charges
7.	Laundry Charges
8.	
9.	



**Free Facilities**

<b>S.NO.</b>	<b>PARTICULARS</b>
1.	Swimming Pool
2.	Room Service
3.	All Indoor and Outdoor Club Games
4.	Gymnasium
5.	Right of participating and viewing puppet show and Kalbeliya Dance
6.	Sauna/ Jacuzzi Bath (Subject to Availability)
7.	Disco Theque and Bar Access
8.	Rain Dance Floor
9.	Rights to join tracking camps organized by resort but have to pay for any further accommodations
10.	Access to all parks and play grounds
11.	Can Bring Max 50 Persons in a day to the Resort and all the visitors can use the above mentioned free facilities without paying any charges.
12.	No Maintenance Charges for the Resort.

**SCHEDULE-G**

**PAYMMENT STRUCTURE**

<b>S.No.</b>	<b>Payment Schedule</b>	
1	At the time of Booking	7,75,000.00
2	At the time of Allotment	7,75,000.00
3	At the time of Construction of your own Penthouse	7,75,000.00
4	At the time of possession	7,75,000.00

**ENDORSEMENT**

I / We hereby assign all the rights and liabilities under this agreement in favour of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFEROR**

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favour by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFeree**

The above transfer is hereby confirmed.

**For ICARUS BUILDERS & DEVELOPERS PVT. LTD.**

**Authorised Signatory**

**ENDORSEMENT**

I / We hereby assign all the rights and liabilities under this agreement in favour of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFEROR**

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favour by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFeree**

The above transfer is hereby confirmed.

**For ICARUS BUILDERS & DEVELOPERS PVT. LTD.**

**Authorised Signatory**

**ENDORSEMENT**

I / We hereby assign all the rights and liabilities under this agreement in favour of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFEROR**

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favour by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFeree**

The above transfer is hereby confirmed.

**For ICARUS CONSTRUCTIONS & BUILDERS PVT. LTD.**

**Authorised Signatory**

**ENDORSEMENT**

I / We hereby assign all the rights and liabilities under this agreement in favour of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFEROR**

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favour by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFeree**

The above transfer is hereby confirmed.

**For ICARUS BUILDERS & DEVELOPERS PVT. LTD.**

**Authorised Signatory**

**ENDORSEMENT**

I / We hereby assign all the rights and liabilities under this agreement in  
favour of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRANSFEROR

I / We hereby accept all the rights and liabilities under this agreement  
assigned in my / our favour by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRANSFeree

The above transfer is hereby confirmed.

**For ICARUS BUILDERS & DEVELOPERS PVT. LTD.**

**Authorised Signatory**