



The Pleasure of Luxury Living in comfort...





MEMORANDUM OF UNDERSTANDING

Palaytha Royal Family Kota, in collaboration with Shree Krishna Abodes Pvt. Ltd. are launching a project - multistory luxury Apartment named "NAVNIDHI RAJ" situated at Mohan Niwas, Civil Lines, Kota. It is a unique project in the city of Kota and has been designed for providing luxurious residential flats.

 Earthquake resistant framed structure design as per Seismic Zone II.

Apartment Features:

- Marble / Vitrified Tiles
- POP finish on wall & ceiling.
- Acrylic Plastic paint on wall & ceiling.
- · Polish/Paint on doors & windows.

Wood Work:

- Windows having Glass panels
- Tough ISI mark flush doors.
- Brass fitting of good quality on doors & windows.

- Black Granite working counters, SS sink.
- 2' tiles dado above the counter.
- · Modular Kitchen.

- Designer tile in toilet.
- Ceramic tiles in toilet upto 7' height on walls.

- Anti-skid ceramic tiles on flooring.
- Wash basin in master Bedroom toilet.
- C.P. Accessories in Toilets of premium brand.

- Modern electrical system with concealed Copper
- · Premium quality Switches & Accessories.
- TV/Telephone/A.C./Cooler point in all the rooms at appropriate places.
- Power backup (Silent D.G. Set) for common service.

- · Closed Circuit TV (in Entrance lobby/Parking area).
- EPBX system
- Well managed Security Service.
- Complete fire fighting system manage by

General Features (Managed by Association)

- Well designed Entrance foyer & Lobby area.
- Well designed landscaped garden
 Lifts for each block.
- 24 hour water supply through own tubewell.
- Swimming Pool
- Club House
- Rain water harvesting system.
- · Transformer with pannel room.



Application Form For Provisional Allotment

Name of the Applicant (In Capital Letters)	<u></u>
Father/Spouse/Son/Daughter or	f
Date of Birth/	/ Pan/Passport no
Present Address	
Email ID	Contact No.(R) (M)
Booking Details:-	
Date of Booking	
Block No.	A B C D E F
Flat number	,Floor
Flat Area	Super Built-up Sq.ft. Built-up Sq.ft.
Terrace Area	Sq. ft.
Store/Servant room no.	Area Sq. ft.
Parking	Covered No Area Sq. ft. Open No Area Sq. ft.
Total Cost	

DECLARATION

- 1. It is confirm that above mentioned information given by us are true and correct and nothing has been concealed there in the format any fact.
- 2. The applicant confirms that after understand and satisfied with the terms and conditions of "MOU" agree to purchase the flat.

(Signature of the Applicant/s)

(Signature of the Company Representative)

- The intending allottee(s) i.e. Purchaser has applied for allotment of a unit with full knowledge and subject to all the laws/ notification and rules applicable to this area in general which have been explained by the company and understood by him/her.
- The purchaser has fully satisfied himself/herself about the rights, title and interest of the owner in said land on which development work shall be carried out by the
 developer constructing multi storied residential complex "NAVNIDHI RAJ" as per norms and approved plans. The purchaser(s) shall be precluded to raise any objection in
 this regard.
- The intending allotee i.e. Purchaser has accepted the plans, designs, specifications which are tentative and are kept at the company's/developers office and agrees that
 company may affect such variations, additions, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or may be done by any
 competent authority and the intending allottee(s) hereby gives his/her consent to such variation/addition/alteration/deletion and modification.
- The DEVELOPER shall have the right to effect suitable and necessary alterations in the layout plan, if found necessary at its sole discretion which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size area layout or change of entire scheme.
- The intending allottee(s) agrees that he/she shall pay the price of the unit on the basis of super builtup area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts/cheques, as mentioned hereinafter.
- 6. The intending allottee(s) agrees to pay the total basic sale price and other charges of the unit as per the payment plan (Down Payment/ Installment Plan) opted by
- Sewer connection, water connection, electrification charges and Nagar Nigam & fire fighting charges etc. shall be separately paid by the purchaser(s) and will be paid to
 the developer. Further solar system will be installed by the developer itself but the charges will be paid by the flat purchasers to the Developer as per the norms so decided
 by Developer.
- Membership fee and security deposit will be paid by the flat owner to the apartment maintenance association/ society that maybe formed for security and maintenance of common areas, amenities and facilities of the said residential complex.
- One Time Club membership charges (Rs. 110/- per sq. feet to be calculated on the basis of area of flat) will be paid separately by the flat purchaser to the developer.
 However, other charges of the usa ge of club facilities & swimming pool shall be payable to the management of club.
- For flat booking confirmation, payment to be made through DD or Cheque in favour of Land Owners OR M/s Shree Krishna Abodes Pvt. Ltd. depending on the fact that
 in whose share said flat/space is as per the "Flat Sharing Agreement" between land owner & developer.
- 11. The timely payment of the agreed amount installments the day they fall due is the essence of this contract. It shall be obligatory on the part of purchaser to comply with the terms of payment and other terms and conditions of sale. In the event of continuous TWO defaults or delay in payment of installment, the booking/allotment may be cancelled at the sole discretion of the company/developer and the booking/allotment of flat will automatically become null and void & the installments amount by that time that maybe received by the seller shall be refunded without any interest after completing the project.
- 12. That if for any reason, the intending allottee i.e. purchaser intend to get the booking/registration/provisional allotments of flat(s)/residential unit/other space for which he has paid the advance amount/booking amount cancelled, then shall be liable to bear cancellation fee @ Rs. 25/- per Sq. Ft. to be calculated on super built up area and further bear amount of tax like service tax etc. paid or become payable by the Developer/Owner on the transaction so entered with him/her. As such after deducting cancellation fee and non-refundable amount (taxes etc.) the balance, if any, from the amount so received, the Developer/Owner shall refund such amount without any interest within 30 days when such flat/space is sold to other person and amount received from such person.
- 13. The Land owner & developer have the roof rights as per the "Flat Sharing Agreement".
- 14. All the expenses regarding the registration, stamp duty and legal expenses for execution and registration of Sale Deed will be paid by the purchaser. The saleable area means the built up area of the flat.
- 15. Parking rights (covered as well as open) for the parking space shall be available on payment as per the norms one time usage charges to the Developer/owner, as the case may be, if so opted by Purchaser, that will be allotted shall always remain attached with particular flat and user shall only have right to use on license basis as per the municipal norms or policy of the developer.
- Purchaser should not cover the Parking and balconies through permanent or temporary construction. In case purchasers do so, it will be termed as violation of rules of building and liable for appropriate action.
- 17. If purchaser intend to have Store or Servant Quarter then shall be able to purchase such space on payment of the price, as per prevalent rate, subject to availability of store/servant quarter, those shall be available on first come first serve basis and normally one store/servant quarter shall be available to one flat owner.
- 18. House Tax, Service Tax & any other New Taxes (if applicable from time to time) will be paid by the purchaser(s).
- The purchaser shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the company, who may, in its sole discretion, permit the same on such terms as it may deem fit.
- 20. Transfer of booking of provisional allotment of flat if the purchaser wants to transfer to his/her spouse/children/parents and HUF, then shall be liable to pay Rs. 10,000/towards administrative charge for allowing such transfer. If such change/transfer is sought in favour of any third person, not falling in above, then shall be liable to pay Rs. 30,000/- towards administrative charges, if such change/transfer is allowed. It is made clear that as a matter of right to the purchaser(s) such transfer shall not be permissible, it shall always be sole discretion of the owner/ developer to allow such transfer or refuse the same.
- 21. Any internal or external construction or changes in the interior or outer elevation are not permitted in any case.
- 22 The purchaser of the flat may knowly note that if any additional space is added to his flat as a result of final planning and actual construction work, the purchaser will have to bear additional charges for such space as applicable.
- 23. The purchaser will comply the rules and regulation formed by the maintenance association society of the said complex.
- The purchaser will abide by the parking rules for the said complex.
- 25. In the event the owners & company are abandoning the proposed scheme or unable to make the same for any reason beyond their control or any other order of court, tribunal, Arbitrator or any competent authority, central or state, the liability shall be limited only to extent of the refund of the amount paid by the purchaser without any interest or compensation whatsoever.
- 26. It may be mentioned here that this MOU shall not be treated as a company's/Developer's any commitment to provide the flat booked in any specific period as the speed of construction and completion task will depend on multiple factors like availability of stores and labour, circumstances and situation etc.
- 27. The purchaser has applied for the provisional allotment of flat understanding and admitting all above terms and conditions
- 28. The company on completion of the construction shall issue the final call notice to the intending allottee(s), which shall within 30 days thereof, remit all dues and take possession of the unit. In the event of His/her failure to take possession for any reason whatsoever, he/she shall be deemed to have token possession of the allotted unit and shall bear all maintenance charges and other levies on account of the allotted unit.
- 29. The Sale/Lease Deed shall be executed and got registered in favor of the intending allottee(s) within the reasonable time after the completion of the development work/construction charges money etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/ Lease / Patta charges and other incidental and legal expenses for execution and registration of Sale Deed /Mutation of the Unit in favour of the intending allottee(s). In addition to above, you have to pay other statutory levies such as Service Tax.
- 30. All the disputes that may arise regarding interpretation of terms and conditions of this Memorandum of Understanding or any other dispute that may arise out of this Memorandum of Understanding executed between parties, connected thereto or incidental to or touching the terms and conditions of Memorandum of Understanding shall be referred to the Sole Arbitrator so nominated and/or appointed by the Developer. The provisions of the Arbitration and Conciliation Act, 1996 or any other law that may be prevalent at relevant time shall be applicable and the place of Arbitration shall be Jaipur only. Decision of arbitrator shall be final and binding on the parties.
- 31. Jaipur Court alone shall have jurisdiction in all matters arising out of/touching and/or concerning in this transaction.
- - In witness whereof both the parties hereto after carefully reading and understanding the terms and conditions and whatever has been written and mentioned hereinabove have signed and executed this MOU with their free will and without any duress.

OWNERS DEVELOPER PURCHASER

SHREE KRISHNA ABODES PVT. LTD.

"OM"



Payment Schedule Chart

S/no.	Work Execution	Amount
1	At the time of Booking	20%
2	Earth & Footing work start	10%
3	Basement column & Slab Casting work start.	7.5%
4	Stilt column & slab casting work start	7.5%
5	First Floor Column & slab casting work start	7.5%
6	Second floor, Column, slab casting work start.	7.5%
7	Fourth floor, column, slab casting & masonry work start.	7.5%
8	Six floor, column, slab casting & inside plaster work start	7.5%
9	Eight floor, column, slab casting work start	7.5%
10	Outer plaster, inside color & door window work start	7.5%
11	Electricity, Sanitary & C.P. fitting work start	5%
12	Final	5%
	Total	100%

OWNERS DEVELOPER PURCHASER

SHREE KRISHNA ABODES PVT. LTD.

Builders & Developers



PACHAR GROUP

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Architect



SHEKHAWAT & ASSOCIATES ARCHITECTS PVT.LTD.

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STRUCTURE CONSULTANT

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ELECTRIC CONSULTANT

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