

## AGREEMENT

This Agreement is made on this \_\_\_\_ day of \_\_\_\_, 20.... by and between The Rajasthan Housing Board constituted under the Rajasthan Housing Board Act, 1970 and having its office at Awas Bhawan, Jan Path, Jaipur 302005 (hereinafter referred to as the "OWNERS", which expression shall, unless repugnant to the context or meaning hereof, include its successors and assignees), as party of the First Part; and M/s. \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "DEVELOPER", which expression shall, unless the repugnant to the context or meaning hereof, include its successors ) as party of the Second Part.

**WHEREAS** The "OWNERS" is constituted by the Government of Rajasthan under the provisions of the Rajasthan Housing Board Act, 1970 as the nodal agency entrusted with and empowered to promote housing in the State of Rajasthan.

**AND WHEREAS** The "OWNERS" propose to undertake **Construction and development** of "Housing Project with multi storey flats" for various category through Public Private Partnership mode on planning, designing, engineering, financing, construction, marketing, operation, maintenance & transfer basis.

**AND WHEREAS** by an advertisement the "OWNERS" have invited offers from interested National/ International independent legal entities including joint ventures etc. In the said advertisement "OWNERS" have specified the proposed site for the project and eligibility criteria, salient features of proposed project, other conditions, procedure for submission of bids etc. One such advertisement was published in the \_\_\_\_\_" on \_\_\_\_\_, 20\_\_.

**AND WHEREAS** The "OWNERS" carried out a transparent competitive bidding process in the month of \_\_\_\_\_, 20\_\_ and after thoroughly evaluating all bids by a competent Committee, the bids submitted by .....(hereinafter referred to as the '**Preferred Bidder**') has been accepted.

**AND WHEREAS** "OWNERS" communicated to the Preferred Bidder through its Letter No..... dated.....about the acceptance of the offer and ..... **is the effective date.**

**AND WHEREAS** The Preferred Bidder has incorporated "DEVELOPER" for the purpose of implementation of the Project and has requested the "OWNERS" to execute this agreement with the "DEVELOPER".

**AND WHEREAS** It has now been agreed by and between the Parties hereto that subject to terms and conditions of the PROJECT AGREEMENT, the "OWNERS" have given and the "DEVELOPER" has taken over Land with certain conditions measuring 144200.00 Sqmts. (Which is more specifically defined in this agreement and delineated in red colour boundary lines on the plan annexed hereto and marked as Schedule "A") for the purpose of the Project.

**AND WHEREAS** the "DEVELOPER" has agreed to implement the Project under Public Private Partnership (PPP) Model on planning, designing, engineering, financing, constructing, marketing, operation, maintenance & transfer basis on the Terms, Conditions and covenants set forth in the Project Agreement.

**AND WHEREAS** a DPR has been prepared and submitted by the Preferred Bidder to the "OWNERS". This DPR has been included in the Project Agreements and is a part of Project Agreement.

**AND WHEREAS** the manual of standards and specifications provided by RHB has been included in the bid document and is a part of Project Agreement.

**AND WHEREAS** the 144200.00 Sqmt. the area of land has been made available for the development of the Project for the commencement of project.

**AND WHEREAS** from the effective date \_\_\_\_ (\_\_\_\_) years period will be the project period means period starting from.....and ending on..... subject to fulfillment of other applicable terms and conditions of the PROJECT AGREEMENT.

**AND WHEREAS** "DEVELOPER" has provided a Bank Guarantee in lieu of EMD in favour of the "OWNERS" for Rs. \_\_\_\_ lakhs (Rupees \_\_\_\_\_) which shall remain in force and effect up to \_\_\_\_\_ and the "DEVELOPER" has provided another Bank Guarantee in lieu of performance guarantee in favour of the "OWNERS" for Rs. \_\_\_\_ lakhs (Rupees \_\_\_\_\_), which unless otherwise agreed to shall remain in force and effect up to \_\_\_\_\_.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto hereby agree as follows:

## CHAPTER - 1

### DEFINITIONS AND INTERPRETATION

#### 1 Definitions

In this Agreement, unless the context otherwise requires:

- 1.1 "Accounting year"** means the financial year commencing on 1st April in each year and ending on 31st March in the next year except in the first and last Accounting Year during the subsistence of this Agreement. First year means from ..... which is effective till 31st March, 2019. Last year means the period from 1st April till the Transfer Date.
- 1.2 "Agreement"** means this agreement.
- 1.3 "Applicable Permits"** means any or all permissions, clearances (including environmental clearances, pollution clearance, Fire fighting NOC and All other required approvals), authorizations, consents, no-objections, approvals of or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated in the Project Agreements.
- 1.4 "Bid"** shall mean the response of Preferred Bidder dated \_\_\_\_\_ submitted by the Bidder on or before the last date of submission of "Bid" as published in the advertisement dated.....
- 1.5 "Bidder"** shall mean person who has submitted his "bid" in response to the advertisement dated \_\_\_, 2018 and corrigendum dated \_\_\_ 20\_\_ in the \_\_\_\_\_
- 1.6 "BID AMOUNT"** shall mean a amount payable in six equated installment to be paid at a interval of six months within a period of three years by the "DEVELOPER" to the "OWNERS" for implementation of the project as specified in this Agreement.

- 1.7 **"Completion Date"** means the date immediately following the date of schedule date of normal transfer to RWS or earlier termination thereof in accordance with the provisions of this agreement.
- 1.8 **"Construction Completion"** shall mean completion of construction with all support facilities for smooth functioning of the Project and Project Facilities.
- 1.9 **"DPR"** means DPR submitted by the "DEVELOPER".
- 1.10 **"DEVELOPER"** shall mean the ....., a company duly registered and incorporated under the provisions of the Companies Act, 1956, having its registered office at ..... and having its Income Tax Permanent A/c No. -----, GST No.-----.
- 1.11 **"Dispute Resolution Procedure"** means the procedure for resolution of disputes set forth in Agreement.
- 1.12 **"Effective Date"** means date of commencement of project which is \_\_\_\_\_.
- 1.13 **"Force Majeure"** shall have the meaning specified in this Lease cum Concession Agreement.
- 1.14 **"GOI"** shall mean the Government of India.
- 1.15 **"GOR"** shall mean the Government of Rajasthan.
- 1.16 **"Government Authority"** means GoI, GoR or any Government department, commission, board, body, bureau, agency, authority, instrumentality, administrative body having jurisdiction over the "OWNERS", "DEVELOPER", the Land, the Project, the Project facilities etc.
- 1.17 **"Interpretations"** means;
- i. words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;

- ii. words "include" and "including" are to be construed without limitation;
  - iii. the captions and headings are for the purpose of convenience and reference only and shall not be used in and shall not effect the construction and interpretation of this Agreement.
  - iv. Wherever in this Agreement, provision is made for giving or issuing of any notice, consent and approval, such notice, consent, approval shall be in writing under the hand of the duly authorized representative of such Party.
  - v. Unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a **monthly basis** and from the respective due dates as provided for in this Agreement;
  - vi. Any word or expression used in this Agreement shall unless defined or construed in this Agreement, will bear its ordinary English meaning;
  - vii. reference to any legislation or law or to any provision thereof shall include references to such law as it may after the date of this Agreement from time to time be amended, supplemented or reenacted; in the body of this Agreement; and
  - viii. a reference to "party" is to a party to this Agreement and a reference to "parties" is, unless otherwise stated to the contrary, a reference to the parties to this Agreement.
- 1.18** "**Joint Venture**" shall mean [name of the person], [name of the firm], who have jointly established the "DEVELOPER" to implement the project.
- 1.19** "**Land**" shall mean and include all 144200 **square meters** of land situated at Vatika, Jaipur, Rajasthan and delineated in red color boundary lines on the plan annexed hereto and marked as schedule 'A'.
- 1.20** "**Memorandum of Understanding**" means the agreement dated \_\_\_ submitted along with bid documents.

- 1.21 "Normal Transfer" shall be governed by the provision contained in this Agreement.
- 1.22 "OWNERS" shall mean the Rajasthan Housing Board constituted under RHB Act 1970 and having its office at Awas Bhawan, Jan Path, Jaipur-302005.
- 1.23 "Project Period" shall mean a period starting from the effective date and valid up to ----- years thereafter.
- 1.24 "Preferred Bidder" shall mean the Firm / Joint Venture that has been successful in the bidding process for the Project and that has incorporated the "DEVELOPER".
- 1.25 "Premises" means land and all constructions to be made on the land by "DEVELOPER" as per Project Agreements.
- 1.26 "Project Agreements" means collectively advertisement dated \_\_\_\_\_ and corrigendum dated \_\_\_\_\_ 2018 in the \_\_\_\_\_, Invitation of bid for Construction and development of Housing Project with multi storey flats of various categories at **Vatika, Jaipur, Rajasthan** through Public-Private Partnership uploaded on RHB's website [www.urban.rajasthan.gov.in](http://www.urban.rajasthan.gov.in), letter dated \_\_\_\_\_ comprising the bid and Supporting documents, Power of Attorney dated ..... for signing of bid, Bank Guarantees in lieu of EMD and PG dated..... for Rs....., dated.....for Rs..... of \_\_\_\_\_nationalized banks/ scheduled bank, this Agreement and any material contract entered into or may hereafter be entered into by and between the "OWNERS" and the "DEVELOPER" in connection with the Project.
- 1.27 "Project Facilities" means construction of flats and facilities available for following purposes:

Support facilities and on-site infrastructure including internal roads, street lights, water harvesting system, solid waste disposal system, sewer line, sewage treatment plant with use of recycled water for flushing and plantation, water

supply including storage tank(s), transformer, electrical sub-station, green spaces, fire fighting system etc.

- 1.28 **"Rajasthan Housing Board Act"** means Rajasthan Housing Board Act, 1970 (Act No. 4 of 1970).
- 1.29 **"RWS"** means the resident welfare society to which the facilities are to be transferred.
- 1.30 **"Scheduled Date of Normal Completion"** means .....
- 1.31 **"Tax"** means all forms of taxation, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, whether by GoI, GoR, any Government Authority or Local Body and in respect of any Person and all penalties, charges, costs and interest relating thereto.
- 1.32 **"Term"** shall have the meaning specified in this Agreement.
- 1.33 **"Termination Notice"** shall have the meaning specified in this Agreement.
- 1.34 **"Termination"** means prior termination of this Agreement pursuant to termination notice.

## CHAPTER-2

### USE OF LAND

#### 2.1 Possession of Land

At the time of execution of this Agreement the "OWNERS" have handed over the possession of the said land to the "DEVELOPER" for very specific and limited following purposes to implement the Project for the Term as set out in Project Agreements and in this Agreement.

#### 2.2 Permissible Ground Coverage and BAR

- a) Permissible Ground Coverage : Maximum 50%
- b) B.A.R. : **Minimum 2.00**

#### 2.3 Purposes for use of Land

- a) The developer would take up development of total land to the maximum possible level but not below the minimum stipulated BAR. However construction of EWS/ LIG shall be minimum of 30% BAR of the total project (Minimum number of EWS units must be 35% of total units). The developer shall be free to construct MIG/HIG flats/houses (high rise permitted) & other permissible units on the remaining area as per prevailing building Bye Laws.
- h) Support facilities and on-site infrastructure;
- i) Other common and support facilities such as internal roads, street lights, water harvesting system, solid waste disposal system, sewer line, sewage treatment plant with use of recycled water for flushing and plantation, water supply including storage tank(s), transformer, electrical sub-station, green spaces, fire fighting system etc.

#### 2.4 Transfer of ownership of land parcel to developer:

The ownership of land parcel shall be transferred in the name of the developer only after completion of EWS & LIG units and subject to clearance of due amount is paid to the Rajasthan Housing Board.



## 2.5 Technical parameters for EWS/LIG component:-

(As per CMJAY Policy-2015 provision-4C)

1.	Ground Coverage	Maximum upto 50%
2	Side & Rear Set Back	(i) Minimum 3 meter for building height upto 15 meter. (ii) Minimum 6 meter for building height above 15 meter.
3	Height	As per building Bye Laws
4	Parking	(i) One, Two Wheeler for each unit of EWS and (ii) Two, Two wheeler for each unit of LIG
5	Approach Road	Minimum 9 meter.
6	EWS/LIG Unit area	For EWS minimum 350 sqft Super Built up Area but carpet area shall not exceed 30 sqm. For LIG minimum 500 sqft super built up area but carpet area shall not exceed 60 sqmt.
7	General specifications for EWS/LIG units	As per CMJAY norms.
8	Elevators/ Lift	Rs. 75 per sqft. Shall be paid extra if In multi storey flats minimum one elevator/ lift is provided for every 50 units.

## 2.6 Other Parameters :-

1.	Internal Development	All internal development works (all internal roads, footpaths, water supply including overhead tank & distribution lines, electric distribution line, internal sewer line, STP/Biodigester with use of recycled water for flushing and plantation, drainage, rainwater harvesting structure, street lights, parks, plantation fire fighting system etc. and other community facilities) shall be done by the developer at his own cost and as per bye laws/town ship policy.
2	Lay out plan and building plan approval fee	As per prevailing rules to be paid by the developer for the total area.
3	FAR/BAR	As per prevailing building byelaws.
4	Commercial/Other permissible use	As per building byelaws proportionate to BAR consumed in different segments.

**CHAPTER - 3**  
**BID AMOUNT**

**3.1 BID AMOUNT**

3.1.1 To facilitate the smooth completion of the project within a specified period of time, OWNERS have provided a completion period of \_\_\_\_\_ **years** as starting from the **effective date** till date \_\_\_\_\_ subject to the fulfillment of following conditions by the DEVELOPER:

(a) Completion of the EWS AND LIG MULTI STOREY FLATS within a period of \_\_\_\_\_ **months/years** from the effective date with all support facilities as per DPR.

3.1.2 In case DEVELOPER fails to fulfill any of the conditions mentioned here-in-above in Clause No. 3.1 then the DEVELOPER will not be entitled for any payment from escrow account. In that event DEVELOPER will be liable to make the payment of bid amount from the effective date & RHB shall be at the liberty to complete the project on the cost and risk of developer.

**3.2 Payment of Bid Amount**

The "DEVELOPER" shall pay bid amount in six equated installments to the "OWNERS" as per schedule below. The bid amount is to be paid by the selected developer to RHB in 6 equated installments within 3 years from the date of final approval, failing which interest shall be levied as prescribed below :-

S. No.	Installment	Due date of Payment	Remark
1	1 <sup>st</sup> Installment	Within 60 days from the date of final approval of the project	Interest @12% per annum shall be levied for delay period for each delayed installment and if two consecutive installments are not deposited up to the due date of next installment in that case the approval/ developer agreement shall be cancelled and no any payment/compensation against the work executed in the
2	2 <sup>nd</sup> and Subsequent Installments	In every Six Months after due date of First Installment	

			above period shall be allowed from the ESCROW Account and all the amount including Earnest Money & performance security money shall be forfeited. Besides the above necessary action as per rules and regulations shall be taken up against the defaulter developer firm.
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In evaluating financial bids the minimum share to RHB (amount receivable by RHB) must not be less than the expenditure incurred by RHB on land procurement, external development and other expenses along with administrative charges. Earnest Money deposited would be adjusted against the payment to RHB in the last installment. Besides the bid amount, the "DEVELOPER" shall also pay all types of applicable taxes, fees, charges, levies etc. including the GST and all other types of revenues as per terms and conditions of the Project Agreements. The "DEVELOPER" confirms that it shall pay all monies including the "BID AMOUNT" to the "OWNERS" by way of a demand draft drawn in favour of the "OWNERS" issued by a nationalized / scheduled bank payable at Jaipur, Rajasthan.

- 3.4** The Parties hereto agree that payments due from the "DEVELOPER" under the provisions of this Agreement shall be made within the specified period. In the event of delay beyond such period, the "DEVELOPER" shall pay interest for the period of delay and recovery thereof shall be without prejudice to the rights of the Parties under the Law and this Agreement, including termination thereof.

## CHAPTER - 4

### TERM

- 4.1 Effective date means \_\_\_\_\_.
- 4.2 Date of normal transfer means \_\_\_\_\_.
- 4.3 Unless terminated in accordance with the provisions of this Agreement, project period shall be from the effective date till the date of normal transfer.
- 4.4 In case, this agreement is terminated before the normal date of transfer, the term of this agreement will expire on transfer date.

## CHAPTER-5

### OBLIGATION OF THE DEVELOPER

- 5.1.(i) To prepare a comprehensive & dependable project report after all required surveys, sub-soil and geo-tech investigations, tests on local and other materials, proposing methodologies and output test parameters. The developer shall not depend only on the information provided by RHB or other Govt. agency but shall on his own testing etc.
- ii) The architectural plans be designed by a qualified and experienced architect, including structural designs, services, landscaping, firefighting, rainwater harvesting, committed Service/ Ground water reservoirs of adequate capacities, drainage, roads, campus power lines, sewerage, common facilities, security, livelihood centre, creach, playground for children, parking areas, health centre, required elements of green buildings concept etc.
- iii) To arrange its own source of fund. No any financial assistance will be provided by RHB.
- iv) To make arrangements for recovery of due amount from allottees get it deposited in the ESCROW A/c of the project.
- v) The works to be supervised by qualified and experienced building engineers, structural engineers, concreting & shuttering foreman, Electrical, water supply and sanitary engineers, and other specialist engineers. Safety at the work site be the first priority.
- vi) To establish a fully equipped field laboratory with equipment (preferably NABL accredited), temperature controlled, experienced testing personnel, consumables, testing environment, all codes and books of specifications etc.)To comply to the instructions of the RHB/ IE and the third party quality inspections as per ISO 17020.
- vii) To make available the best of the specified materials, machinery and equipment, experienced/trained operating personnel, fittings and fixtures, etc.
- viii) To produce and use design mix concrete from a batch mix plant, tested steel reinforcement and PVC cover blocks. To use fly ash and other pozzolana to a maximum of 20% in RMC. To use only properly designed metal shuttering, and interlocking steel props.
- viii) To provide detailed working drawings for all components and also completion drawings on completion of works.
- ix) To create and support a positive working environment at site.

- x) To achieve the targeted physical progress at the project. The proposed mile stones to be achieved shall be committed by the developer on the construction program to be submitted for approval to the RHB. Failure to achieve the mile stones shall attract imposition of liquidated damages as per contract.
- xi) The builder/ developer shall have to prepare DPR to be submitted in state/central government for availing the grant or subsidy to be transferred to beneficiaries.
- xii) The builder/Developer shall maintains the complete project for 5 years after its completion and during this period the developer will constitute a Resident welfare Association (RWA) and will hand over project to RWA.
- xiii) One time maintenance amount as decided by Govt./RHB in consultation with developer will have to be deposited by developer as corpus amount in a separate maintenance A/c of the project and will be transferred to RWA.
- xiv) To obtain all sort of clearances as required by concerned authorities for successful completion of project. Any amount required to paid for them shall be borne by bidder.
- xv) To pay all amount required to be deposited for such approvals.

**5.2** Developer shall have to bear complete responsibility for any dispute/ litigation regarding registration, allotment, handing over etc. of EWS and LIG flats in manner what so ever including all expenses or compensation. RHB shall not bear any responsibility at any stage.

## CHAPTER-6

### DEVELOPMENT

- 6.1 It is agreed and understood by the "DEVELOPER" that the Land, as shown in the **Schedule "A"** has been handed over exclusively for the Project purpose only and not for any other purpose; the "DEVELOPER" shall not be entitled to set up any other business on the Land and Premises.
- 6.2 The "DEVELOPER" shall be entitled to:
- a) exclusive rights for the construction, development and operation of the project;
  - b) operate the Project subject to applicable laws and the terms of the Project Agreements;

## CHAPTER-7

### CLEARANCES

- 7.1 The "DEVELOPER" shall submit DPR with the "OWNERS" in accordance with the requirements of the Project and Project Facilities. The "DEVELOPER" will be liable to make payment of all applicable approval fees for all such plans as per applicable building byelaws.
- 7.2 All material changes in the approved plans shall be subject to prior approval of the "OWNERS".
- 7.3 The "DEVELOPER" shall obtain at its own cost and risk all clearances at the Central, State and local body levels for the performance of its rights and obligations under the Project Agreements.
- 7.4 The "DEVELOPER" shall obtain Occupancy Certificate from the concerned authority before issuing the possession letter to allottees.



## CHAPTER-8

### ELIGIBILITY FOR SELECTION AND ALLOTMENT TO BENEFICIARIES / APPLICANTS OF EWS / LIG CATEGORY

(As per CMJAY Policy)

- (i) The maximum annual income of applicants should be as follows or as per guidelines issued from time to time by State Govt. or revision in future under PMAY shall be applicable :-

Income Group	Maximum Income per year (In Rs.)
Economically Weaker Section (EWS)	Up to Rs. 3,00,000/-
Lower Income Group (LIG)	Above Rs.3,00,000/- up to 6,00,000/-

- (ii) Income certificate to be certified by concerned employer in case of salaried individual and if the individual is self employed the income certificate to be certified by Tehsildar/ Municipal officers/ S.D.O. or any State official authorized by the State Govt. or self attested income and residence certificate/affidavit duly notarized . Beneficiary identification shall be linked to AADHAR/BHAMASHAH card or any other unique identification to avoid duplication of allotment.
- (iii) The applicant should not own any leasehold or freehold house or plot either in his own name or in the name of spouse or any dependent member (including unmarried children) of his family in any urban area of Rajasthan. An affidavit certified by the Notary Public shall be submitted to this effect.
- (iv) The applicant must be preferably a bonafide resident of the state of Rajasthan.
- (v) Every allottee shall become member of the Residents Welfare Society, which will maintain common services and regular up keep of housing property and shall pay monthly maintenance charges to the society as prescribed. An undertaking to this effect will have to be signed by the allottee before possession is handed over to him. The concerned local authority would ensure that RWA is constituted as per rules/laws in force.
- (vi) The allotment of residential units shall be made on the basis of 99 years lease.
- (vii) Every allottee shall be required to deposit annual lease money to RHB at the prescribed rate in two half yearly installments up to 15<sup>th</sup> January & 15<sup>th</sup> July of each year. If any allottee deposits One Time Lease money for 8 years then he will be exempted from the lease money in future.
- (viii) In case of any dispute/doubt, the provisions of CMJAY shall be applicable.

## CHAPTER 9

### REGISTRATION OF BENEFICIARIES / APPLICANTS OF EWS/ LIG CATEGORY

- (i) Soon after approval of the project but not later than 60 days after approval of the project, the developer would invite applications from eligible persons for registration along with following non-refundable registration amount :-
  - (a) Rs. 2000/- for EWS
  - (b) Rs. 3500/- for LIG.
- (ii) The registration amount of unsuccessful/rejected applicants will be refunded without any interest within sixty days of date of draw other with interest@ 12 % per annum.
- (iii) The amount received on account of registration shall be kept in a separate account opened for the project and may be utilized by it towards administrative expenses on the scheme.
- (iv) Applications received for EWS/LIG Units shall be scrutinized by the developer in consultation with RHB to assess the eligibility of candidates. Allotment of houses to identified eligible beneficiaries of the projects should be made following a transparent procedure as approved by Govt. SLSMC/RHB and the beneficiaries selected should be part of HFAPoA. Preference in allotment may be given to physically handicapped person, senior citizens, scheduled castes, scheduled tribes, other backward classes, minorities, single woman, transgender and other weaker and vulnerable sections of the society as per norms fixed by the Govt./RHB. While making the allotment the families with different-abled persons and senior citizens may be allotted houses preferably on the Ground Floor or Lower floors. The allotment procedure shall be transparent and time bound. Information to the successful applicants shall be given through news papers/by post/electronic mode/electronic mode.
- (v) The designated Nodal Agency along with RHB shall coordinate in sanctioning of loan to the successful applicants from financial institutions like banks, NHB, HUDCO, and other financial institutions etc.
- (vi) The amount of loan obtained by the successful applicants shall be directly deposited by the Banks in ESCROW account opened for the project.
- (vii) Maintenance fund as prescribed by the Govt. shall be charged form beneficiaries and deposited in a corpus fund to be created for each project. The fund accrued in this account shall be used by RWA for maintenance only.

**CHAPTER 10**  
**TIME LINE FOR COMPLETION**

For EWS/LIG component with all support facilities of the project timeline shall be as below :-

- (a) Up to 200 units - 24 months
- (b) 201 to 400 units - 30 months
- (c) 401 to 600 units - 36 months
- (d) 601 units & above - 42 months
- (i) For other units the completion period will be as per prevailing building Bye Laws/Township Policy.

**NOTE :**

- (i) Completion certificate of the project shall be issued in proportion to the completion of EWS/LIG houses/ flats with all support facilities.
- (ii) The period of completion shall be counted from the date of commencement of project.
- (iii) In case the developer fails to construct EWS/LIG units within the stipulated time or fails to maintain the prorated progress as per work plan & PERT chart provided by the developer along with DPR, extension may be granted on payment of :-
  - a) Rs.5000/- per unit for first 03 months
  - b) Rs.10,000/- per unit for next 03 month.
  - c) Rs.20,000/- per unit for next 06 month.

In case construction is not completed in the extended period of 12 months after the stipulated time, RHB shall take over the project and get the remaining work completed at the risk and cost of the developer. In such a case, the approval/agreement shall be cancelled and no any compensation/payment against the work executed so far will be allowed to the developer from the ESCROW account and all the installments of bid amount/security amount/earnest money/ performance guarantee and any other due amount shall be forfeited.

## CHAPTER 11

### RELEASE OF PAYMENT TO DEVELOPERS FROM ESCROW ACCOUNT OF THE PROJECT

The amount deposited by allottees or by financial institution/bank against loan to the allottees in the ESCROW account will be released by the RHB in 7 installments to the developer at different stages of construction as follows based on the certificate issued by 3<sup>rd</sup> Party inspection agency (agency to be appointed by RHB), after the verification of the progress of work under the approved work plan and cash flow :-

Tentative Schedule for (G+3) format :-

- a) On completion of foundation work - 10%
- b) Roof level of ground floor including walls - 15%
- c) Roof level of first floor including walls - 15%
- d) Roof level of second floor including walls - 15%
- e) Roof level of third floor including walls - 15%
- f) On completion of the project - 20%
- g) After six months of handing over to RWA - 5%
- h) After twelve months of hand over to RWA - 5%
- (i) Before release of final installment to the developer, it will be ensured by RHB that the construction has been completed as per specified norms, parameters and quality standard.
- (ii) For construction of multistory apartments, payment schedule shall be prepared by RHB in consultation with developer.
- (iii) No any additional fund other than available in the "Escrow account" shall be provided by RHB.
- (iv) The developer will have to arrange its own source of fund for timely completion of the project.
- (v) The developer himself will make all possible efforts (as per law) for recovery of due amount from the allottees, if any.

## CHAPTER 12

### QUALITY CONTROL

It shall be compulsory for the developer to establish quality control laboratory at the site of the project. The developer shall also obtain material testing certificate from any of the NABL accredited laboratory. Third party inspection shall be carried out by a panel of experts agencies (involving govt. engineering college/institution/departments), so that the quality of the work may be maintained. Payment of running bill will be allowed on the basis of third party inspection report. The general specifications and amenities to be provided by the developer shall be as per prevailing Building Bye Laws & BIS Codes.

**CHAPTER-13**

**CORPORATE STRUCTURE OF DEVELOPER**

**13 Incorporation and Share holding**

13.1 That the members of Joint Venture are only share holders of the "DEVELOPER" having its registered office at \_\_\_\_\_ incorporated under the Indian Companies Act, 1956 and with the shareholding commitments expressly stated in the Memorandum of Understanding dated \_\_\_\_\_.

13.2 That M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_, who are Members of the Joint venture commit to hold the following equity stakes in the "DEVELOPER" for at least 10 years from the date of acceptance of offer.

S. No.	Name of Member	Type of Member	% of shareholding

13.3 The Memorandum of Association shall state that "DEVELOPER" is incorporated only for this Project and shall not undertake any other business during this period and Articles of Association (the "Articles") of the "DEVELOPER" shall contain provisions of:

- i) minimum share holdings during the term of this agreement;
- ii) terms and conditions regarding the composition of shareholding and the same will not be reduced during 10 years from the effective date;
- iii) provisions about working of this company and restriction about changes in the shareholding pattern as per terms and conditions of Memorandum of Understanding dated \_\_\_\_\_;
- iv) during 10 years from the effective date "DEVELOPER" will not be permitted to change any provisions of Articles and any subsequent change in the Articles shall require the prior approval of the "OWNERS".

## CHAPTER-14

### IMPLEMENTATION OF PROJECT AND PROJECT FACILITIES

#### 14.1 Obligations to Construct

The "DEVELOPER" shall construct or cause to be constructed the Project and Project Facilities within the prescribed period and in the manner required by this Agreement. Completion of construction within the specified time period is the essence of this Agreement.

#### 14.2 Construction Period

- a) The Period for completion of construction of EWS / LIG flats along with all support facilities shall be calculated from \_\_\_\_\_ and will end on \_\_\_\_\_.

#### 14.3 Construction Monitoring and Inspection

- 14.3.1 From the date of this agreement, the "OWNERS" or its representatives shall be entitled to monitor and inspect any construction activities on the land to ensure compliance with the terms and conditions of the Project Agreements.
- 14.3.2 The "DEVELOPER" shall furnish monthly status reports relating to the implementation of the project in accordance with the Project Agreements.
- 14.3.3 The "DEVELOPER" shall ensure un-hindered access and offer necessary co-operation to the "OWNERS" or its representatives for monitoring and inspection of construction activities.
- 14.3.4 The aforesaid provisions shall not, however, relieve the "DEVELOPER" from performing any of its obligations under the Project Agreements.
- 14.3.5 The "OWNERS" may station its representative at the project for reporting information to the "OWNERS". The "DEVELOPER" shall provide permanent office space of minimum 500 sq. ft. with all necessary facilities like water, electricity, telecommunication, AC & furniture etc. for such representative at the "DEVELOPER'S" own cost.

#### 14.4 Declaration

- 14.4.1 During the period of construction, the "DEVELOPER" will have to inform the "OWNERS" about completion of the construction and that the facilities are ready for use and enjoyment.

14.4.2 On receipt of such communication, the "OWNERS" shall be entitled to verify that the "DEVELOPER" has constructed the facilities in accordance with the Project Agreements.

#### **14.5 Failure to complete construction**

14.5.1 In the event that the "DEVELOPER" fails to complete construction within the period specified in Chapter 10, the "DEVELOPER" shall pay to the "OWNERS" penalty as mentioned in Chapter 10 up to a maximum period of 12 months after the stipulated time and penalty, if so required, be realized by invoking the Bank Guarantee.

14.5.2 In the event that "DEVELOPER" fails to complete construction of EWS / LIG flats with support facilities within the extended period of 12 months, then this agreement and all other project agreements stand terminated without following any procedure provided elsewhere in this agreement and the project agreements. It is understood by the DEVELOPER that the completion of the EWS / LIG flats with support facilities within the time frame is the essence of the project agreements.

14.5.3 Soon after the expiry of extended period of 12 months, the land and all the constructions standing thereon deemed to be handed over to the OWNERS by the DEVELOPER and the OWNERS will be entitled to complete the construction of the project at the cost and risk of the Developer and will also be entitled to recover all liquidated and un liquidated damages apart from the amount of penalty provided in the project agreements from the DEVELOPER.

14.5.4 The project period will also deemed to be expired on the expiry of the extended period of 12 months and the OWNERS will be entitled to recover all due amount and construction made thereon from the DEVELOPER and for the said purpose, if required, the OWNERS will be entitled to invoke the bank guarantee and realize the due amount.

14.5.5 In the event of failure in payment of two consecutive installments of the due amount and/or in the event of breach of any condition of the contract agreement, Rajasthan Housing Board shall be at liberty to get the project completed on the Cost & Risk of developer forfeiting the EMD & PG and also by invoking the similar provisions as exists in the RERA Act-2017.



## CHAPTER-15

### RIGHTS OVER ASSETS

- 15.1 The "DEVELOPER" shall not in any way transfer, sell, alienate, encumber, mortgage or create any charge on the Land, Premises, Assets, the Project and Project Facilities during the Term of this Agreement to any other third party without approval of RHB.
- 15.2 The land till handing over, all developments and constructions made on the land, project facilities, immovable and movable assets will always be owned by and belonged to the "OWNERS". During the term of this agreement, the "DEVELOPER" will have limited rights over the same till completion of project as the "DEVELOPMENT" subject to the project agreements and at the termination will revert back to the "OWNERS".

## CHAPTER-16

### CONSTRUCTION AND MAINTENANCE

#### 16.1 Operation and Maintenance

- (i) To get the financial assistance under “**Housing for All**” mission, the Project will be got approved from the SLSMC (State Level Sanctioning and Monitoring Committee) and after approval of SLSMC, it shall be sent to MoHUPA, GOI. Therefore all the parameters of PMAY scheme shall have to be followed at the initial stages itself. RHB shall ensure that the project confirms to guidelines of the “**Housing for All**” mission, so that beneficiaries get the advantages of subsidy.
- (ii) Any subsidy/central assistance as per the policy for “**Housing for All**” mission will be directly credited to the eligible beneficiary loan account and will be transferred to the Escrow account of the project by the bank/financial institution.
- (iii) Provisions of GST, Excise Duty/VAT including any other tax liability and concession provided by the Government shall be applicable as per law and to be born by the Developer.
- (iv) Provisions of Real Estate Regulation Act (RERA) applicable as per law will have to be complied by the developer.
- (v) Complete waiver of fire cess on EWS/LIG component of the project will be applicable.
- (vi) Selected developer shall give a Bank Guarantee as performance guarantee at the rate of 1% of the total cost of the project to RHB for timely completion of the project at the time of signing of agreement. Bank guarantee from co-operative Bank/Credit Society shall not be accepted.
- (vii) The developer shall maintain the complete project for 5 year after the completion of the project. During this period the developer will constitute a Residents Welfare Association (RWA) and will hand over the project to RWA. One time maintenance amount as decided by the Government/RHB in consultation with developer will have to be deposited by developer as a corpus amount in a separate maintenance fund after completion of the project, so that maintenance work is taken care of. Contribution by allottees of the houses can also be added to the corpus. Any defect

during this maintenance period of five year, shall be rectified by the developer at his own cost as per RERA regulation.

- (viii) If the developer leaves the work incomplete, RHB will get the work completed at the risk and cost of the developer. It shall be compulsory for the developer to submit an affidavit to this effect at the time of submission of the DPR of the project.**
- (ix) The expenditure on internal development works shall be borne by the developer. He will not be allowed to charge the cost of internal development to EWS/LIG components from beneficiaries.
- (x) The developer shall construct the houses/flats according to the type design and building specifications approved by Govt./RHB and in accordance with the norms fixed under the applicable building regulations and conform to BIS & NBC of India.
- (xi) All the obligations of the developer arising out of the provision of this manual shall be subject to and shall conform to the provisions of Developer Agreement.
- (xii) After completion of the scheme, the developer shall submit to the RHB five sets of 'As Built Drawings' with soft copy in AUTOCAD of the whole Project and shall simultaneously make declaration regarding completion of the Project and inform RHB about the same. For issue of completion certificate of the project no charges shall be levied on EWS/LIG component.
- (xiii) All tax liabilities/levies and labour cess etc applicable as per law shall be borne by the developer and any financial burden, if arise on account of change in existing rules/regulations related with taxes/levies shall also be borne by the developer but if any relaxation in taxes/levies are provided by the Govt. the benefit of the same shall provided to RHB/applicants.
- (xiv) All responsibilities as per applicable acts/laws related with labour safety, insurance, provident fund and accidental claims etc. shall be borne by the developer.
- (xv) In case of any dispute, it shall be first resolved by the independent Engineer/Addl. Chief Engineer/Chief Engineer & the Developer, and if not resolved, it shall be referred to Standing Committee of the Rajasthan Housing Board. The decision of the Standing Committee shall be final & binding on both parties.

- (xvi) Provisions of Rain Water Harvesting, Solar Energy, Green Building Concept, Fire Fighting, Garbage Disposal, Sewage Treatment Plant etc. shall be applicable as per prevailing Building Byelaws/ Building Regulations.
- (xvii) The cost of litigation suffered by RHB for any misdoing of developer would be charged to developers account.
- (xviii) The Project shall be launched in the joint name of RHB and the Developer.

## 16.2 Services

16.2.1 The developer would take up development of total land to the maximum possible level but not below the minimum stipulated BAR. However construction of EWS/LIG shall be minimum of 30% BAR of the total project (Minimum number of EWS units must be 35% of total units). The developer shall be free to construct MIG/HIG flats/houses (high rise permitted) & other permissible units on the remaining area as per prevailing building Bye Laws.

Scope of work includes Planning, Designing, Engineering, Financing, Construction, Marketing, Operation, Management, and Transfer of the flats to applicants and maintenance, transfer of EWS & LIG project to RWS.

While undertaking development of the Project, latest amended National Building Code of India, other relevant IS Codes and practices, Development Control Rules, BAR Limits, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time will have to adhere to.

16.2.2 The "DEVELOPER" shall in accordance with the principles of Good Industry Practice:

- a) develop and promote trade and commerce;
- b) efficiently operate, make available and maintain the Project and Project Facilities consistent with prudent standards of safety and technical sufficiency;
- c) provide non-discriminatory access of the facilities to the prospective users in accordance with the Operating Procedures;
- d) provide necessary resources for the construction, operations and maintenance of the Project and Project Facilities.

- 16.2.3 The "DEVELOPER" will be liable to provide all necessary services for the project and project facilities and for the said purposes "DEVELOPER" may appoint any other Agency on contract basis. Any such Agency or Person will always be treated as sub-contractor of the "DEVELOPER" and the "DEVELOPER" shall ensure that all sub-contractors, agents and / or employees comply with all the relevant provisions of the Project Agreements. The "DEVELOPER" acknowledges that it shall remain fully and primarily responsible for the performance of all acts, omissions or faults of such sub-contractors, agents and/or employees as if they were the acts, omissions, faults of the "DEVELOPER". To the extent that the terms of such agreements are inconsistent with the terms of this Agreement, they shall be declared null and void by the "OWNERS".
- 16.2.4 The "OWNERS" shall not be liable for any costs or liabilities, whatsoever, that may arise in relation to such contracts, as a result of the expiry or termination of Project Agreements.

### **16.3 Leasing of facilities**

- 16.3.1 The "DEVELOPER" may lease or license, the use of the assets, constructed by it on the land, to third parties to be operated and / or used by such third parties / sub lessees.
- 16.3.2 The "DEVELOPER" shall be required to ensure that such third parties/ the sub lessees comply with applicable laws, regulatory directives and the terms of the Project Agreements.
- 16.3.3 All contracts and documents pertaining to leasing or licensing the use of any part of the assets constructed on the land shall be governed by the terms of the Project Agreements and the rights of any person there under shall not extend beyond the date of the termination of the Project Agreements.

## **16.4 Personnel**

16.4.1 The "DEVELOPER", its sub-contractors and sub-lessees may hire personnel and determine the work practices including the compensation that may be payable to such personnel employed for the Project and Project Facilities. "OWNERS" shall not be responsible for any such monetary liabilities.

16.4.2 The "DEVELOPER" shall absolutely be liable for any liabilities and costs that may arise as a result of accidents at work, occupational diseases and any contingency that may arise from the employment of such personnel. The "OWNERS" shall not be responsible or liable for any remuneration, compensation and other monetary liabilities.

## **16.5 Security**

The "DEVELOPER" shall make adequate arrangements for safety and security of the Project, Project facilities, man and machinery etc. at its own cost as per applicable rules, regulations, guidelines and orders issued by competent authority from time to time.

## **16.6 Performance Standards**

The "OWNERS" may appoint a committee of its representatives and/or independent experts to assess the quality of work, maintenance of Project and Project facilities at Developer's cost.

## CHAPTER-17

### COMMERCIAL ISSUES

#### Cost of Flats

##### 17.1 Cost Fixation

- 17.1.1 The "DEVELOPER" shall be bound to fix cost as decided by Govt.of Rajasthan /RHB for both EWS/LIG units as per agreement and collect cost as per Project Agreements in accordance with applicable laws. For other categories sale price to be decided by developer.
- 17.1.2 The "DEVELOPER" shall comply with the provisions of all applicable laws, rules and regulations relating to fixation of cost.

##### 17.2 Public Notification

- 17.2.1 The "DEVELOPER" agrees and acknowledges that the cost of flats shall, subject to the provisions of this Clause, be non-discriminatory.
- 17.2.2 A comprehensive cost schedule ("Notified cost") and the time period for which such cost shall be in effect, shall be notified to the public by the "DEVELOPER". Any user shall be entitled to avail the project services at the Notified cost. A revision in the Notified cost shall be intimated to the "OWNERS" at least a month before the revision comes into effect.
- 17.2.3 The "DEVELOPER" may customize separate service and cost packages for other than EWS/ LIG flats users from time to time.

##### 17.3 Statutory cost schedules

In case, cost is required to be notified in accordance with applicable laws, the "OWNERS"/GOR shall take all steps within their power to notify the same in accordance with the applicable laws in that behalf.

## CHAPTER-18

### TAX, RATE, CESS, REVENUE ETC.

- 18.1 The "DEVELOPER" shall pay within prescribed time all Taxes, rates, cesses, levies and/or revenues that may be imposed and/or assessed by the Government (Central or State) and by any other authorities in respect of the Project, Project Facilities and for the Land hereby demised; the "DEVELOPER" shall not make any arrears or default in payment of those taxes, cesses, levies, rates and revenues making the Land and the "OWNERS" encumbered and liable to any concerned authority. In any event of default and for any encumbrance in and on the Land and premises, the "DEVELOPER" shall indemnify the "OWNERS" with all costs that may have to be incurred by the "OWNERS" in getting itself free from such liabilities created by the "DEVELOPER".



## CHAPTER-19

### FORCE MAJEURE

#### 19.1 Definition

- 19.1.1 "Force Majeure" (hereinafter referred as FM) shall mean any event or circumstance or combination of events or circumstances, occurring on or after the Effective Date, that materially and adversely affect(s) the performance of the "OWNER'S and/or the "DEVELOPER'S" rights or obligations under this Agreement, provided that such events and/or circumstances:
- (a) are beyond the reasonable control, directly or indirectly, of the Affected Party (it being understood that if a causing event is within reasonable control of an Affected Party, the direct consequences shall also be deemed to be within such Party's reasonable control); or
  - (b) could not have been avoided, overcome or remedied if the Affected Party had taken reasonable care or had acted in accordance with Good Industry Practices.
- 19.1.2 "Reasonable care" includes any acts or activities that protect the Project from a casualty event which are reasonable in the light of the likelihood of such event, the probable effect of such event should it occur, and the likely efficacy of the protection measures.
- 19.1.3 The following conditions shall not, however, constitute a Force Majeure Event:
- (a) late delivery of plant, machinery, equipments, materials, spare parts, fuel, water or consumables for the Project; or
  - (b) delay in the performance of any of agency of the "DEVELOPER" constructing significant assets.
- 19.1.4 Notwithstanding anything contained in this Clause, insufficiency of funds shall not constitute a Force Majeure Event.
- 19.1.5 Only lightening, earthquake, tempest, cyclone, hurricane, whirlwind, flood, landslide or any such acts of God shall constitute a Force Majeure Event.

## **19.2 Procedure for calling Force Majeure**

### **19.2.1 Notice and particulars thereof**

19.2.1.1 The Affected Party shall give notice to the other party of the Force Majeure Event within 24 hours of the date & time on which the Affected Party knew or should have reasonably known of the commencement of the Force Majeure Event.

19.2.1.2 Notice shall, inter -alia, specify:

- (a) the nature of such Force Majeure Event;
- (b) the date and time when the Affected Party was materially and adversely affected by the Force Majeure Event;
- (c) the material adverse effect of such Force Majeure Event on the Affected Party;
- (d) the measures which the Affected Party has taken, or proposes to take, to alleviate the impact of those Force Majeure Events and / or mitigate the damage;
- (e) an estimate of the period of time that the Affected Party shall be unable to perform its obligations and /or continue to be materially adversely affected by the Force Majeure Event; and
- (f) any other relevant information as may be necessary.

## **19.3 Reporting requirements**

19.3.1 For so long as the Affected Party continues to claim to be affected by the Force Majeure Event, it shall provide to the other party daily written reports containing:

- (a) the information called for by as referred here above in this agreement; and
- (b) such other information as the other party may reasonably request to provide.

19.3.2 The Affected Party shall also provide to the other party reasonable facilities including site inspection for obtaining further information about the Force Majeure Event or circumstance alleged to constitute a Force Majeure Event.

## **19.4 Force Majeure Period**

19.4.1 In this Clause, reference to Force Majeure period shall mean the period from the date and time specified in the notice given by the Affected Party in respect of a Force Majeure Event and Force Majeure Period will not extend for more than 7 days in the entire period of Phase I.

19.4.2 On expiry of the Force Majeure period, the Affected Party shall forthwith give notice to that effect to the other party.

### **19.5 Obligation to Perform**

19.5.1 From the date of expiry of the Force Majeure period, the obligations of the Affected Party, under this Agreement, shall no longer be suspended.

19.5.2 Provided that the performance of the "DEVELOPER'S" obligations and liabilities shall, for the Force Majeure period, be governed by provisions contained hereunder in this agreement.

19.5.3 Nothing in this Clause shall affect the "DEVELOPER'S" obligation to make any payments in respect of liabilities incurred prior to the occurrence of any Force Majeure Event.

### **19.6 Mitigation Responsibility**

The Affected Party shall use the insurance proceeds to mitigate the impact of the Force Majeure Event.

## CHAPTER-20

### EFFECT OF CHANGE IN CONSTITUTION OF "OWNERS" AND "DEVELOPER"

#### 20.1 Change of "DEVELOPER" shall constitute as follows:

- a) A material breach of a material provision of the Project Agreements by the "DEVELOPER".
- b) Repudiation of the Project Agreements by the "DEVELOPER" or the evidencing of an intention by the "DEVELOPER" not to be bound by the terms of this Agreement.
- c) Appointment of a provisional liquidator providing for winding up of the "DEVELOPER", after notice to the "DEVELOPER" and due hearing, unless such appointment has been set aside within 45 days.
- d) The "DEVELOPER" is ordered to be wound up by a court or files a petition for voluntary winding up.

#### 20.2 Events of change of Constitution of "OWNERS" shall constitute as follows:

Dissolution of the "OWNERS" or occurrence of any structural changes within the present constitution of the "OWNERS" which have a material adverse effect on the rights and obligations of the "DEVELOPER" under this Agreement, or the transfer of the "OWNER'S" undertaking and statutory powers or any material part thereof, unless such dissolution or structural change or transfer is in connection with privatisation or other restructuring of all or any substantial part of the "OWNERS", and the "OWNER'S" successor is able to perform the "OWNER'S" obligations under Project the Agreements.

#### 20.3 Consequences of change in Constitution

In the event of change in Constitution of the "DEVELOPER", termination procedure as set out in this agreement shall apply.

## CHAPTER-21

### DEVELOPER EVENT OF DEFAULT

**21.1** In addition to "DEVELOPER" event of default provided elsewhere in any part of the Project Agreements, following shall also be treated as the "DEVELOPER" event of default:

- a) The "DEVELOPER" abandons the construction or operation of the Project and the Project facilities for a continuous period of 30 days;
- b) The "DEVELOPER" fails to maintain the quality of work and to follow the technical specifications and to follow the DPR;
- c) The "DEVELOPER" fails to provide the bank guarantees, as required by the OWNERS;
- d) The "DEVELOPER" fails to make payment of all sums and monies payable by the "DEVELOPER" in terms of the project agreements on their due dates;
- e) Persistent failure on the part of the "DEVELOPER" to operate and promote activities of the Project and provide Project users with services in accordance with the principles of Good Industry Practice and in accordance with the provisions of this Agreement;
- f) The "DEVELOPER" fails to comply with lawful directives given by a statutory authority;
- g) The "DEVELOPER" fails to follow the building parameters as laid down in DPR;
- h) The "DEVELOPER" fails to submit required clearances;
- i) The "DEVELOPER" fails to maintain the transparency while registration and allotment of the flats.

## 21.2 Step-in rights

21.2.1 The "DEVELOPER" agrees that the "OWNERS" shall be entitled to take up the Project on the occurrence of the following events:

The "DEVELOPERS" Event of Default;

- a) an emergency (being a condition or situation, which in the reasonable opinion of the "OWNERS", poses a significant threat to the safe development of the Project or which seriously endangers the security of persons, plant or equipment).
- b) for national security reasons.
- c) for serious law and order problem at the project site and due to the project or functioning of the "DEVELOPER" and serious violation of time being applicable laws.

21.2.2 In the event of "DEVELOPER" Event of Default, the "OWNERS" may operate the Project upon the issue of the Termination Notice under the provisions of this agreement. Notwithstanding the exercise of step in rights, the provisions in **Chapter-23** shall continue to apply.

21.2.3 Upon the occurrence of the events specified in clause 21.1 (a) to (i) above, the "OWNERS" may exercise step-in rights during which period:

- a) The "OWNERS" shall be entitled to all revenues and liable for all standing, and operating expenses, including debt servicing, relating to the facilities taken over;
- b) The "OWNERS" shall not be liable to compensate the "DEVELOPER" or any other person or the long-term users for any losses or estimated loss of profits during such period or any return on equity.

### **21.3 Cost and Risk.**

In the event of failure in payment of two consecutive installments of the due amount and/or in the event of breach of any condition of the contract agreement, Rajasthan Housing Board shall be at liberty to get the project completed on the Cost & Risk of developer forfeiting the EMD & PG and also by invoking the similar provisions as exists in the RERA Act-2017.

## CHAPTER-22

### Normal Transfer

#### 22.1 Scope of Transfer

22.1.1 The developer shall maintain the complete project for 5 year after the completion of the project. During this period the developer will constitute a *Residents Welfare Association* (RWA) and will hand over the project to RWA. One time maintenance amount as decided by the Government/RHB in consultation with developer will have to be deposited by developer as a corpus amount in a separate maintenance fund after completion of the project, so that maintenance work is taken care of. Contribution by allottees of the houses can also be added to the corpus.

22.2.1 The "DEVELOPER" shall, at the end of this Period, hand over to the "RWS", the Project, Project Facilities, Premises and Assets, created during this Period, free and clear of any liability, charge and / or Encumbrances created or suffered by the "DEVELOPER" after the Effective Date and before the end of Period, all of the "DEVELOPER'S" right, title and interest in and to the Project, Project Facilities, Premises and Assets created by the "DEVELOPER" on the land. The "DEVELOPER" shall also deliver to the "RWS" on such date such operating manuals, plans, designs, drawings, records, documents, books of accounts, permissions from various departments, NOC and other information as may reasonably be required by the "RWS" to enable it to continue the operation of the PROJECT.

22.1.2 All service contracts of the "DEVELOPER" shall specify the Transfer Date & its effect. Failure to specify the Transfer Date & its effect in the service contracts shall not adversely affect right of the "OWNERS" and the "DEVELOPER" shall be solely responsible for handing over of the PROJECT, Project Facilities, Premises and Assets created on the Transfer Date at its own risk & cost.

#### 22.2 Right to "RWS" to choose Insurance and Contractor Warranties

The "OWNERS", on the Transfer Date, shall have the right to choose and retain all or any of the unexpired Insurance Policies, contractor warranties in relation to the PROJECT.



### **22.3 Assignment of Contracts**

The "RWS", shall at its own discretion, have the right to choose and retain on the Transfer Date, all or any of the contracts, equipment contracts, supply contracts and all other contracts except service contracts with the Staff and Faculty relating to the PROJECT, entered into by the "DEVELOPER" and subsisting the Transfer Date.

### **22.4 Condition of the Facility upon Transfer**

On the scheduled Transfer Date, the Project and Project Facilities shall be in fair, usable/ habitable and in a state of good working conditions as per Good Industry Practices, subject to normal wear and tear, having regard to the nature, construction and life span of the Project and Project Facilities.

### **22.5 Transfer Costs**

22.5.1 The "DEVELOPER" shall transfer the Project, Project Facilities, Premises and all Assets to the "RWS" at free of cost & without any charge, encumbrance, liability or obligation passing on and as per terms of Agreement.

22.5.2 The "DEVELOPER" shall be responsible for the costs and expenses, including stamp duties, taxes, legal fee and expenses incurred in connection with the transfer of the Project and Project Facilities. The "DEVELOPER" hereby undertakes to indemnify the "RWS" against any liability arising out of any non-payment of tax liability till the Transfer Date that may be sought to be or is imposed on a later date on the "OWNERS" by any competent authorities including the income tax authorities, in relation to the Project, Project Facilities, Premises etc.

### **22.6 Handing Over Procedure**

22.6.1 One year prior to the anticipated expiry of the Period, the "RWS" and the "DEVELOPER" shall meet and agree by mutual consensus on detailed procedures for the handing over of the Project and Project Facilities. The Parties shall meet to agree on such procedures as soon as possible and in any event within 15 days of either Party giving notice to the other Party requesting such meeting. At the time of such meeting, the "DEVELOPER" shall submit a detailed list of the structures, equipments, assets created by the "DEVELOPER" and to be handed over and the names of its representatives in charge of the transfer, and the "RWS" shall inform the "DEVELOPER" of the identity of its representatives in charge of the handing over procedure;

22.6.2 During the period commencing on the date of transfer of the Project together with the Project Facilities created till the Transfer Date and date falling twelve months after such Transfer Date, the "DEVELOPER" shall be liable to the "RWS" for all costs, expenses and damages suffered or incurred by the "RWS" (but excluding indirect or special losses and loss of profit) that are directly caused by a failure of the "DEVELOPER" to maintain the Project, Project Facilities created by the "DEVELOPER" till the Transfer Date as provided for under this Agreement. Any claim for payment by the Project pursuant to this sub-clause shall be submitted to the "DEVELOPER" not later than 30 days following the expiry of such 12 (twelve) months. The "DEVELOPER" shall make payment of any such claim properly made within ten days of receipt of such claim.

## **22.7 Passing of Risk**

Until the actual date of handing over of the project or any part thereof, the project or part of the same, shall remain at the sole risk of the "DEVELOPER", and the "DEVELOPER" shall be solely responsible for any loss of or damage caused to or suffered by the "DEVELOPER" for any reasons whatsoever to whole or any part of the Project and Project Facilities, unless such loss or damage caused to or suffered by the "DEVELOPER" is due to any act of default or omission or negligence on the part of the "RWS".

## **22.8 Training and Transfer of Know-how**

22.8.1 Twelve months prior to the Scheduled Date of Normal Transfer, the designated key personnel of the "RWS" shall be associated with the operations and shall be trained by relevant personnel of the "DEVELOPER" / sub-lessee / sub-contractor at the Project to facilitate smooth transfer to the "RWS".

## **22.9 Effect of Transfer**

22.9.1 "DEVELOPER" shall hand over actual, complete, peaceful vacant possession of the land, project, project facilities, premises and all assets to the RWS at the time of transfer and the "DEVELOPER" will be liable to remove all of its sub-contractors, agents, employees etc.

22.9.2 The obligations and the rights of the "DEVELOPER" under this Agreement vis-a-vis the "OWNERS" shall terminate from the Transfer Date and the "RWS" shall take over the Project and its operation and maintenance and any other rights or obligations arising out of this Agreement which either expressly or implicitly survive the termination of this Agreement.

## **22.10 Deemed Transfer**

22.10.1 Notwithstanding anything contained in this Agreement, failure of the "DEVELOPER" to;

- a) handover the physical possession of the Project, Project Facilities, all Premises and any other Assets created by the "DEVELOPER" on the land; and
- b) execute a relinquishment deed stating that the "DEVELOPER" shall have no claim on the Project along with the Project and Project Facilities, if any, created by the "DEVELOPER" on the Project Site;

shall not adversely affect the transfer of the Project and Project Facilities created by the "DEVELOPER".

22.10.2 Notwithstanding anything contained above, on the end of the Project Period, the Project along with the Project and Project Facilities created by the "DEVELOPER" shall deemed to have reverted to "RWS" on the expiry of the Project Period or to "OWNERS" on the date of termination of this Agreement, as the case may be, and from such date, the "RWS/OWNERS" shall be deemed to have assumed full ownership / charge over the Project and Project Facilities without any liability and / or Encumbrance, whatsoever.

## CHAPTER-23

### TERMINATION OF PROJECT AGREEMENTS BEFORE COMPLETION OF PROJECT

This Chapter will apply in case of early termination of the project agreements before scheduled date of normal transfer

23.1. The term of this Agreement will expire on termination (for any reason whatsoever) or on scheduled date of normal transfer notwithstanding anything contained in this agreement.

#### 23.2 Scope of take-over in Termination

The scope of take-over of Project and Project Facilities shall be the same as referred in Clause 21.1.

#### 23.3 "OWNERS" Liability

23.3.1 In the event of Normal Transfer of this Agreement, the "OWNERS" shall not be liable for any liability and/or damages to the "DEVELOPER" or to any other third party.

23.3.2 In the event of **Termination** of this Agreement, the "OWNERS" shall not be liable for any liability and/or damages to the "DEVELOPER" or to any other third party.

#### 23.4 Termination

23.4.1 The "OWNERS" shall have the right to terminate the PROJECT AGREEMENTS in the event of default / breach of PROJECT AGREEMENTS including this Agreement by the "DEVELOPER". A termination notice of 30 (thirty) days shall be given by the "OWNERS".

23.4.2 The "OWNERS" shall have right to terminate this Agreement by giving 30 (thirty) days notice to the "DEVELOPER" if the Project or Project facilities are not resumed for construction and operations within the period of 30 days after the expiry of the event of Force Majeure.

23.4.3 On the happening of any change in Constitution of "DEVELOPER" as set out above, the "OWNERS" may initiate termination of this agreement / Project Agreements by delivering a 30 days notice to the "DEVELOPER" of the intention to terminate this agreement / Project Agreements.

23.4.4 The Notice of Intent to Terminate shall specify the reasons of termination.

### **23.5 Remedy Period**

23.5.1 Following the service of the Notice of Intent to Terminate, the "DEVELOPER" shall have a period of 30 days ("Remedy Period") to remove the reasons of termination pursuant to which the Notice of Intent to Terminate was issued.

23.5.2 During the Remedy Period, the "DEVELOPER" may continue to undertake efforts to cure the default.

23.5.3 During the Remedy Period, both the parties shall, save as otherwise provided herein, continue to perform their respective obligations under this agreement / Project Agreements.

### **23.6 Withdrawal of Notice of Intent to Terminate**

If, during the Remedy period, the "DEVELOPER" rectifies or remedies the default to the satisfaction of the "OWNERS" or the "OWNERS" is satisfied with steps taken or proposed to be taken by the "DEVELOPER" or the Event of Default, giving rise to the Notice of Intent to Terminate, has ceased to exist, the "OWNERS" shall withdraw the Notice of Intent to Terminate in writing.

### **23.7 Transfer Information Notice**

23.7.1 Upon service of the Termination Notice, in accordance with the provisions of this Chapter on the "DEVELOPER", the "OWNERS" shall be entitled to serve upon the "DEVELOPER", a Transfer Information Notice calling upon the "DEVELOPER" to provide the following;

- a) all or any data or records regarding the construction, operation and / or maintenance of the Project;
- b) statement of movable & immovable project assets;
- c) any other information or records regarding the "DEVELOPER", its business, assets and liabilities.

23.7.2 After the Transfer Information Notice, the "OWNERS" shall conduct, a survey of the entire Project to ascertain the conditions and quality of the various facilities provided by the "DEVELOPER" and whether or not the "DEVELOPER" has complied with the provisions of the Project Agreements. A report of conditions of the Project Assets shall be submitted by the "DEVELOPER" to the "OWNERS" within 45 days from the date of completion of survey.

23.7.3 However, until such time, till the land, the project, project facilities, Premises or any part thereof, are handed over by the "DEVELOPER" to the "OWNERS", both the parties shall use all reasonable efforts to operate and maintain the Project as per the provisions of the Project Agreements.

23.7.4 If this Agreement has been terminated in accordance with the provisions hereof, the "DEVELOPER" shall, until Actual Date of Transfer, be entitled to the revenues, if any, during the period of termination of notice till the date of actual termination.

23.7.5 On the expiry of the Term the "DEVELOPER" shall deliver possession of the Land and all premises to the "RHB" including any structures buildings, fittings and fixture there at.

23.7.6 The Intellectual Property Rights related to the Project and Project facilities shall automatically stand transferred to the "OWNERS" or "RWS" as the case may be on the termination of this Agreement.

## **23.8 Cost and Risk**

In the event of failure in payment of two consecutive installments of the due amount and/or in the event of breach of any condition of the contract agreement, Rajasthan Housing Board shall be at liberty to get the project completed on the Cost & Risk of developer forfeiting the EMD & PG and also by invoking the similar provisions as exists in the RERA Act-2017.

## **CHAPTER-24**

### **INSURANCE**

#### **24.1 Covers to be taken**

The "DEVELOPER" shall on and from commencement of construction, maintain or cause to be maintained at its own expense, insurance policies as are customary or may, in the future, become available on commercially reasonable terms and as are required in compliance of all applicable laws.

#### **24.2 Application of the insurance proceeds**

All insurance claims paid to the "DEVELOPER" shall be applied for reconstruction of the Project except for insurance proceeds unrelated to the Project and Project Facilities.



## CHAPTER -25

### CONDITIONS FOR INVOKING BANK GUARANTEE AND FORFEITURE OF PERFORMANCE GUARANTEE.

**25.1 Bank guarantee OF EMD amounting to Rs. \_\_\_\_\_ Lakhs (Rs. \_\_\_\_\_ Lakhs):**

25.1.1 This bank guarantee will remain effective till the scheduled date of normal transfer. This bank guarantee can be revoked by the OWNERS under following conditions:

- (a) In the event of failure of DEVELOPER to make payment of BID AMOUNT along with EDC within the specified period during the term of the project agreements.
- (b) Once bank guarantee invoked by the OWNERS and amount has been recovered by the OWNERS, the OWNERS will give directions to the DEVELOPER to provide the bank guarantee of equal amount on the same terms & conditions from Nationalized/ Scheduled Banks for the balance term of the project agreements within a period of 15 days from the date of any such directions.

**25.2 Bank Guarantee of P.G. amounting to Rs. \_\_\_\_\_ Lakhs (Rs. \_\_\_\_\_ Lakhs):**

25.2.1 This bank guarantee will remain effective till the scheduled date of normal transfer. The bank guarantee can be invoked by the OWNERS in the following conditions:

- (a) In case if the DEVELOPER fails to transfer project to "RWS".
- (b) In the event of failure of DEVELOPER to make payment of BID AMOUNT within the specified period during the term of the project agreements.
- (c) Once bank guarantee invoked by the OWNERS and amount has been recovered by the OWNERS, the OWNERS will give directions to the DEVELOPER to provide the bank guarantee of equal amount on the same terms & conditions from Nationalized/ Scheduled Banks for the balance term of the project agreements within a period of 15 days from the date of any such directions.

## CHAPTER-26

### DISPUTE RESOLUTION

- 26.1** In case of any dispute, it shall be first resolved by the independent Engineer/Addl. Chief Engineer/Chief Engineer & the Developer, and if not resolved, it shall be referred to Standing Committee of the Rajasthan Housing Board. The decision of the Standing Committee shall be final & binding on both parties. Court jurisdiction shall be the place where the project is being constructed.

## CHAPTER-27

### INDEMNITIES

- 27.1 The "DEVELOPER" shall comply with all applicable laws in accordance with the obligations of the "DEVELOPER" under the Project Agreements. The "DEVELOPER" shall be liable for and shall defend, hold harmless and indemnify the "OWNERS" against all losses, claims and costs arising on account of any act, omission, negligence etc. of "DEVELOPER" from the Effective Date during term of the Project Agreements.
- 27.2 The "DEVELOPER" hereby agrees and undertakes that, during the term of Project Agreements, it shall indemnify and keep indemnified and otherwise save harmless, the "OWNERS", its agents and employees, from and against all claims, demand, made against and/or loss caused and/or damages suffered and/or cost, charges/expenses incurred or put to and /or penalty levied and/or any claim due to injury to or death of any person and/or loss or damage caused or suffered to property owned or belonging to the "OWNERS" or its agents and employees or third party as a result of any acts, deeds or things done or omitted to be done by "DEVELOPER" or a result of failure on the part of the "DEVELOPER" to perform any of its obligations under the Project Agreements or on the "DEVELOPER" committing breach of any of the terms and conditions of this Agreement or on the failure of the "DEVELOPER" to perform any of its statutory duty and/or obligations or failure or negligence on the part of the "DEVELOPER" to comply with any statutory provision or as a consequence of any notice, show cause notice, action, suit or proceedings initiated, filed or commenced by consignee or owner of the goods or owners/agents or its employees or any third parties or Government Authority or as a result of any failure or negligence or willful default of the "DEVELOPER" or any of its employees, servants, agents etc. as the case may be in connection with or arising out of the Project Agreements and/or arising out of or in connection with the "DEVELOPERS" use and occupation of the Project assets.
- 27.3 Without prejudice to, what is referred herein above in this agreement, neither party shall be liable to the other party for any indirect, consequential, incidental, punitive or exemplary damages or for loss of profit, consequential financial or economic loss or any disruption in the flow of traffic into the Project for any reason whatsoever.

## CHAPTER-28

### MISCELLANEOUS PROVISIONS

#### 28.1 Amendments etc.

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the parties there from, shall in any event be effective unless the same shall be in writing and signed by the parties hereto and then such waiver or consent shall be effective only in the specific instance from the specific date and for the specified purpose for which given.

#### 28.2 No Waiver, Remedies

No failure on the part of any party to exercise, and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are the cumulative and not exclusive of any remedies provided by applicable laws.

#### 28.3 Severance of terms

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.

#### 28.4 Language

All notices, certificates, correspondence or other communications under or in connection with this Agreement, and Project contracts, if any, or the Project shall be in English.

#### 28.5 Bank Guarantees

The "DEVELOPER" has given following Bank Guarantees before execution of this agreement.

S. No.	Particulars	Amount	Validity Period
1.			
2.			

**28.6 Notices**

Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission or other means of telecommunication in permanent written form. The addresses and numbers for service of notice shall be given to the parties at their respective addresses set forth below:

**"OWNERS"**

**Rajasthan Housing Board**

Janpath, Jaipur

**ATTENTION:** -----

**"DEVELOPER"**

**ATTENTION: MR.** \_\_\_\_\_

**28.7 Governing Law:** The laws applicable to the Project Agreements shall be the laws in force in India subject to arbitration clause. The Courts of Jaipur, Rajasthan shall have exclusive jurisdiction in all matters arising under this Agreement.

**28.8 Stamp Duty:** The "DEVELOPER" will be liable to make payment of all types of stamp duty and registration charges for execution and registration of this Agreement.

**28.9 Original Document**

This Agreement is made in two original copies, each having the same contents and the parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

IN WITNESS HEREOF this Agreement has been executed by the duly authorized representatives of the parties hereto on the day and year first above written.

**For and on behalf of the Rajasthan Housing Board**

**By**

**(Name, Address & Designation)**

**WITNESS:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**For and on behalf of ["DEVELOPER"]**

**By**

**(Name, Address & Designation)**

**WITNESS:**

1. \_\_\_\_\_

2. \_\_\_\_\_