

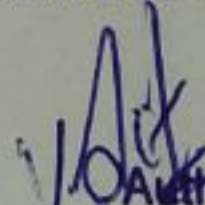


DECLARATION REGARDING AGREEMENT FOR SALE

Vandit Agarwal S/o Ram Prakash Agarwal aged 28 Years, R/o 62, Burmese Colony, Jawahar Nagar Jaipur(Raj) 302004, duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake as under: -

1. That the agreement for Sale/Builder buyer agreement of our project "**Nandanam**" is in accordance with the Form-G of the Real Estate Regulation and Development Act 2016.
2. That none of the terms and conditions of the agreement to sale presented by us violate the laws and rules of The Real Estate Regulation & Development Act 2016 & Rajasthan Real Estate (Regulation & Development) Rules 2017.
3. That if any contradiction arises in the future, M/s **Shalimar Buildcon Private Limited**, the deponent will be responsible for it.

For **SHALIMAR BUILDCON PVT. LTD.**


Auth. Sign./Director



ATTESTED

NOTARY PUBLIC
JAIPUR

Authorised Signatory

3 APR 2019

For M/s Shalimar Buildcon Private limited

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महाराष्ट्र शासन

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स्टाम्प डिप्लोमा नं 70/87
जिल्ला एत भन्ने न्यायालय नयपुर

राजस्थान राज्य समितिपत्र 1998 के
आवृत्ति 1000 के अन्तर्गत प्रकाशित
1. आचार्य राजस्थान
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10. आचार्य राजस्थान

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For SHALIMAR BUILDCON PVT. LTD.

Auth. Sign. Director

Agreement for Sale

This Agreement for Sale, herein after referred to as the Agreement, is executed on this at Ajmer

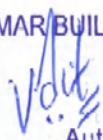
By and Between

M/s **Shalimar Buildcon Pvt Ltd**, (CIN: U45201RJ1995PTC010916) a company duly registered and incorporated under the provisions of Companies Act, 1956 and having its registered office at 62, Burmese Colony, Jaipur 302004 and its corporate office at 31-32, 2nd Floor, K C Complex Opp Subhash Udhyan, Ajmer 305001 and its PAN is AACCS9523R, represented by its Director Shri Vandit Agarwal age 29 years duly authorized by the board of directors of the company hereinafter referred to as the "Builder" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the FIRST PART.

AND

Mrs. Kusum Agrawal w/o Mr. Ram Prakash Agrawal aged 52 Years r/o Plot No. 62, Burmese Colony, Jaipur 302004 (PAN.....) and M/s **Shalimar Buildcon Pvt Ltd** represented by its Director Shri Ram Prakash Agarwal age 54 years hereinafter being jointly referred to as the Owners (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the SECOND PART

For SHALIMAR BUILDCON PVT. LTD. "



Auth. Sign./Director

AND

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

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

INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -
 - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built up area;
 - (c) "Carpet area" means the net usable floor area of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
 - (d) "Super built-up area" means built-up area plus proportionate common area and proportionate limited common area, proportion for the limited common area shall be calculated on the basis of number of common users of that particular limited common area.
 - (e) "Interest" means the interest payable at the rate specified in rule 17 of the rules; which is the State Bank of India's highest marginal cost of lending rate plus 2%, provided if the State Bank of India's marginal cost of funds lending rate is not in use then it would be replaced by the present bench mark landing rate which the State Bank of India may fix from time to time for landing to general public. At present the general lending rate of State Bank of India is _____ % per annum and as per rule 17 by adding 2%, the rate of interest for the purpose of this agreement would be _____ %.
 - (f) "Para" means a Para of this Agreement;
 - (g) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (h) Apartment means the unit / flat which is allot to Allottee's mentioned in this agreement.
 - (i) "layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary and includes building layout plan;
 - (j) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the Builder before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
 - (k) "planning area" means a planning area or a development area as specified under the master plan;
 - (l) "project land" means any piece, parcel or parcels of land on which the project is developed and constructed by a Builder; and
 - (m) "Regulation" means the Regulation made under the Act;

For SHALIMAR BUILDCON PVT. LTD.


Auth. Sign /Director

- (n) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (o) "Schedule" means the Schedule attached to this Agreement; and
- (p) "Section" means the section of the Act.
- (q) Builder means Developer /Promoter/ Owner developed this project **Nandanam**.

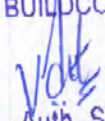
WHEREAS THE BUILDER DECLARES THAT, -

- A.** That the Builder and Owner are in lawful possession of the land bearing Khasra No.1301 admeasuring 0.65 hectare/6500 square meters situated at Village Makarwadi Tehsil and District Ajmer (hereinafter referred to as 'Land' and more fully described in the **Schedule-I**).

The Owners have the legal title to the land with legally valid documents and are lawful owners of the land. A lease deed no. D-2685 dated 04.10.2017 was issued by Ajmer Development Authority in favour of the Owners for Group Housing (residential and commercial) under CM/PM Jan Awas Yojana 2015 use. The said Lease Deed dated 04.10.2017 was registered in the office of Sub-Registrar Ajmer in its Book no 1 Volume no. 227 at page no. 157 bearing serial no. 2011001088 and an additional copy of the same was also pasted in its additional Book no.1 Volume no. 908 page no. 62 to 69.

- B. WHEREAS** the Party of the First Part (Builder) had entered into a Joint Venture Development Agreement on 08 Sep 2017 with the Party of the Second Part i.e. the Owners to construct a Group Housing (residential and commercial) under PM/CM Janawaas Yojana 2015 at the said land, the Joint Venture Development Agreement is registered with sub registrar Ajmer-II on 08 Sep 2017 in its Book No. 1, Vol No. 516, Page No. 22, bearing serial No. 201703002104648 and an additional copy of the same is pasted in Book no.1 Volume no. 2061 at page no. 248 to 256. Thus, under the development agreement dated 08.09.2013 rights to develop Affordable housing scheme project on the said land and further sale the flats/units/apartment/space falling in his share were vested in favor of the Builder herein subject to terms and conditions of the said Joint Venture development agreement dated 08.09.2017.
- C.** The said land is earmarked for the purpose of residential project and the said project shall be known as "**NANDANAM**".
- D.** The BUILDER and owner are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the promoter and owner regarding the said land on which Project is to be constructed have been completed.
- E.** Initially the BPC (B.P.) of the Ajmer Development Authority in its meeting and map sanction letter dated 13 March 2018 vide s.no. 2299 BUILDING PLAN SANCTION 2299/1344 Dated 13/03/2018 approved the building plans of the said building.
- F.** The detail of the encumbrance on the land including any rights, title interest or name of any party in or over the Land along with details are as under: -
There are no encumbrances on the land.

For SHALIMAR BUILDCON PVT. LTD.


Auth. Sign./Director

G. The Builder has conceived, planned and are in the process of constructing and developing a real estate project known as '**NANDANAM**' (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 6500 square meter situated at Khasra No 1301 situated at Village Makarwadi Tehsil and District Ajmer and latitude & longitude of the end points of the Project and the location details are fully described in the **Schedule-I**.

H. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is This registration is valid for a period of years commencing from and ending with unless extended by the Authority. The details of the Builder and Project are also available in the website (www.ajmerflats.com) of the Authority.

I. The specifications of the Project are in as under: -

In 1 Blocks G+4 Floors

The Builder agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable; The copy of approved site plan/layout plan along with constructions permission is attached herewith as **Schedule-2** (Collectively)

J. The details of Floor plan of the Apartment No. and for tower/ block of the Project is given in Schedule-3.

K. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under: -

1. Fire Fighting Systems:

The building height and elevation does not require to obtain Fire NOC. Hand held extinguishers, clean agent fire protection system will be considered as required.

2. Drinking water facilities:

Drinking water facilities has been given on site through Underground Water tank for fresh water and Overhead Water tank.

3. Emergency evacuation services:

All fire escapes shall be directly connected to the ground.

Mandatory setbacks on all the 4 sides of the plot has been considered for proper access of vehicles.

L. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, other facilities and amenities, public health services and other internal development works proposed to be provided in the Project are as under: -

For SHALIMAR BUILDCON PVT. LTD.



Auth. Sign./Director

1. Brief Description for The Project:

BLOCK: - The building shall have 06 nos. of 08 Passengers Lift in a Block.,

Total Flats in This Building (249 Flats)
(119 -LIG1, 79-LIG2 & 51-EWS)

2. Electrical Supply:

Proper electrical services have been given on site on each floor with ducts. The electric distribution cables/wiring shall be laid in a separate duct shall be sealed at every floor with non-combustible material having the same fire resistance as that of the duct. The sources of power supply shall be from local supply company available at site 11000 volts, 3 phases, 50 cycles AC. The supply company will be requested to be provided a common HT supply. Owner will install transformer / substation as per the norms of the local supply company. Power feed shall be provided to the LT panels Substation room will be decided as per the site condition and in consultation with architect. The maximum demand load for the above facilities shall be 1 # 500 KVA. DG Set provided for common area loads (Water Pumps, Ext. Lighting, & STP Loads) of 62.50 KVA Street light provision is given properly at adequate distance controlled by MCB DB.

3. Plumbing / Fire Fighting:

The estimated water requirement for the project shall be as follows:

Domestic Water	:	60 KL /DAY
Flushing Water	:	32 KL /DAY
Fire Fighting	:	(UGT :-Not Required) & (OHT :-25000 x 06 For All Blks.

Source of water shall be Municipal Water supply. WTP plant is proposed for this building. The treatment process will be as water analysis report. Centralized hot water system is not proposed in this building.

4. Sewage Treatment Plant:

The design capacity of STP shall be 100 cu.m per day. The proposed STP shall be packaged type surface mounted and the process system will be finalized for better performance as per site condition recycled water (Treated STP) shall be used for washing & landscape irrigation purposes.

5. Rain Water Harvesting Systems:

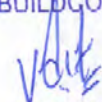
3NOS.OF RAIN WATER HARVESTING STRUCTURE ARE PROVIDED AS SHOWN IN DRAWING

M. The details of other external development work to be taken for the Project are as under: -

Other external development works will be:

- Landscaping work
- Parking development
- Pathway development

For SHALIMAR BUILDCON PVT. LTD.



Auth. Sign./Director

N. The details of specifications of material used in construction are as under:

Steel reinforcement	2.5 to 3 kilo per SQ.FT.
Concrete	M20
Cement	PPC Cement ISI Mark
Sand mortar	1:5 (Cement:Sand)
Bricks	ISI mark 1 st Grade
Plastering/p.o.p.	Single coat plaster : Both internal & external { 1:4 (Cement:Sand) }
Wood work	Marandi wood for chowkhat
Flooring tiles	Vitrified Floor Tiles
Kitchen fittings	ISI Fittings
Toilet fittings	Branded Fittings with ISI Mark

O. The stage wise time-schedule of completion of the Projects Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under: -

1. Excavation work - One Month After ADA Approval
2. Raft foundation - 3 Months after Escalation Work
3. Plinth beam - 1 Month after Raft Foundation
4. Roof Shuttering - 10 Month after Plinth Beam
5. Masonry work - 2 Months after Roof Shuttering
6. Plumbing -3 Month after Masonry Work
7. Electrical - 2 Months after Plumbing
8. Plastering - 3 Months after
9. Finishing work (including Paint, flooring, kitchen/toilet) - 1 Month after Plastering
10. Parapet design - 1 Month after Finishing Work
11. Overhead water tank / U G Water tank - 1 Month after Parapet Design
12. Landscaping/Pathway/Parking. - 2 Months

P. The Airport Authority of India height clearance NOC for the Project -

NOC is obtained by Airports Authority of India(AAI) wide Reference No. AAI/RHQ/NR/ATM/NOC/2018/50/232-236 Dated 27 Feb 2018.

Q. The Consent to Establish under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 from the Rajasthan State Pollution Control Board application is not required.

For SHALIMAR BUILDCON PVT. LTD.


Auth. Sign./Director

- R. Environmental Clearance from the department concerned is not applicable for the project.
- S. Fire NOC is not required as per given norms for the Project.
- T. The Builder has opened a separate account in Ajmer Branch of Bandhan Bank, Ajmer, for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- U. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Builder and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase Apartment (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated The allottee(s) has also deposited a sum of Rs. /- (in words Rupees. RS.) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues as per terms and conditions of this Agreement.
- V. The Allottee's has applied for an apartment in the Project vide application no. Date- and has been allotted apartment no. having carpet area of square feet and super built up area sq. ft. approx. type on floor in tower no. ("Building") as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule-4** and the floor plan of the apartment is annexed hereto and marked as **Schedule-3**.
- W. The Allottee's have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- X. The Allottee's, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Allottee's, the Builder and owner hereby agree to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/covered parking as specified in para V.
- Z. The details of common area of blocks are as under: -
Common Area - 2105.17 Sq. Mt.
- The details of Open area of blocks are as under: -
Open Area -2348.35 Sq. Mt. (Green Area and Path Way, Parking Excluded)

For SHALIMAR BUILDCON PVT. LTD.



Auth. Sign./Director

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

1 TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Builder and owner hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para'V'.

1.2 The Total Price for the Apartment based on the carpet area is Rs. /-(In words Rupees. Only) ("Total Price"). The applicable taxes viz GST or any other similar tax as the case may be shall be paid by the Builder separately as per prevailing rates on the apartment.

Block Building Tower no..... Apartment no. ...	Rate of Apartment per square feet (carpet area)	Rate of Apartment per square feet (built-up area)	Rate of Apartment per square feet (super built-up area)
Type.....			
Floor.....			
Total Price (in Rupees) (Exclusive of applicable taxes viz VAT, Work Contract Taxes, GST etc.			

And (if/as applicable) subject to the provisions of building by-laws

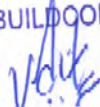
Explanation:

- (i) The Total Price above includes the booking amounts of Rs. /- (Rupees. Rs.) paid by the allottee to the Builder towards the Apartment as mentioned in Scheduled 4
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Builder by way of GST, Value Added Tax, Service Tax, cess or any other similar taxes which may be levied, in connection with the construction of the project by whatever name called but the Builder shall be entitled to claim input credit for the same. However, GST payable by the allottee on purchase of flat shall be paid by the allottee inclusive the total price, as per the prevailing rate) up to the date of the handing over the possession of the Apartment to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Builder shall be increased/ reduced based on such changed modification:

- (iii) Provided further that if there is any increase in the taxes/ government levy/duties and lease money after the expiry of the schedule date of completion of the Project as per registration with the

For SHALIMAR BUILDPOON PVT. LTD.


Auth. Sign./Director

Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

The Builder shall periodically intimate to the Allottee(s), the amount payable as stated in (I) above and the Allottee(s) shall make payment demanded by the Builder within the time and in the manner specified therein. In addition, the Builder shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment/ includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes (payable by Builder), cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and necessary for the Project.
- (v) It shall be the duty of the buyer to deduct and deposit TDS (if applicable) as per the applicable rates on the sale consideration paid either in installments or in full whatever the case may be and shall produce a receipt and certificate of such deduction to the Builder.

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

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

- 1.4 As mentioned in para 'U' above, the Builder has already received an advance/ booking amount from the Allottee(s) a sum of Rs. /- (Rupees Rs. only) by Cheque No. Dated and Cheque No. Dated (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs. /- and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. /- of the total price strictly in accordance with the payment plan as per annexure B.

For SHALIMAR BUILDCON PVT. LTD.


Auth. Sign /Director

ANNEXURE "B" PAYMENT SCHEDULE					
S.NO	INSTALLMENTS	%	EWS	LIG(I)	LIG (II)
1	ADVANCE OF EOI	10%	30,000.00	50,000.00	60,000.00
2	ALLOTMENT & REGISTRATION		51,100.00	73,100.00	86,100.00
4	PLANT LEVEL & CASTING OF GROUND FLOOR	15%	121,550.00	184,650.00	219,150.00
5	AT THE CASTING OF 1st FLOOR	15%	121,650.00	184,650.00	219,150.00
6	AT THE CASTING OF 2nd FLOOR	15%	121,650.00	184,650.00	219,150.00
7	AT THE CASTING OF 3rd FLOOR	15%	121,650.00	184,650.00	219,150.00
8	AT THE CASTING OF 4th FLOOR	15%	121,650.00	184,650.00	219,150.00
9	PLASTER AND FINISHING WORK	10%	81,100.00	123,100.00	146,100.00
10	ON POSSESSION	5%	40,550.00	61,550.00	73,050.00
	TOTAL	100%	811,000.00	1,231,000.00	1,461,000.00

Note: Above Payment plan discussed and finally decided by both of The parties.

- 1.5 It is agreed that the Builder shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-'5' and Schedule-'6'** (which are in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.6 The Builder shall confirm to the final Carpet areas, that has been allotted to the Allottee after the construction of the building is completed and the occupancy certificate has been granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Builder. If there is reduction in the carpet area than the Builder shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Builder may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No. 1.2 above.

- 1.7 Subject to Term No. 9.3 the Builder agreed and acknowledged, the Allottee shall have the right to the Apartment as mentioned below:

- The Allottee(s) shall have exclusive ownership of the Apartment;
- The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be

For SHALIMAR BUILDCON PVT. LTD.



Auth. Sign./Director

divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Builder shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the main panel, lift, water line to water tanks and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided as mentioned in scheduled 5 and 6 for the Apartment and Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

1.8 It is made clear by the Builder and the Allottee agrees that the Apartment along with garage/ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.9 The Builder agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, upto completion of project including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Builder fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Builder agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottee has paid a sum of Rs./- (Rupees Rs.only) by Cheque No. Dated and Cheque No. Dated as booking amount towards the Total Price of the Apartment and the receipt of which the Builder hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Term No. 1.4 above as may be demanded by the Builder within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the

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amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Builder and the Allottee(s).

2 MODE OF PAYMENT:

Subject to the terms of the agreement and the Builder abiding by the construction milestones, the Allottee's shall make all payments, on written demand by the Builder, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of 'Shalimar Buildcon Private Limited' payable at A/jmer.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee's, if having residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Builder with such permission, approval which would enable the Builder to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee's understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Builder accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Builder fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Builder immediately and comply with necessary formalities if any, under the applicable laws. The Builder shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied herein in any way and the Builder shall be issuing the payment receipts in favor of the Allottee only. However allottee shall be entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Builder.

4 ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

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5 TIME IS ESSENCE:

The Builder shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6 CONSTRUCTION OF THE PROJECT:

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

7 POSSESSION OF THE APARTMENT:

7.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT - The Builder agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Builder assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place..... unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Builder shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Builder to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Builder shall refund to the Allottee(s) the entire amount received by the Builder from the Allottee's with interest within forty five days from that date. The Builder shall intimate the Allottee's about such termination at least thirty days prior to such termination. After refund of the money paid by the Builder, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Builder and the Builder shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION- The Builder, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of

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the Allottee shall be carried out by the Builder within three months from the date of issue of occupancy certificate. The Builder agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Builder/ Maintenance/Society/RWA, as the case may be, after the issuance of completion certificate for the Project. The Builder shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment-Upon receiving a written intimation from the Builder as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Builder by executing necessary indemnities, undertakings and such other documentation and shall pay all the dues of builder and bank and get NOC from bank and provide to builder as prescribed in this Agreement and the Builder shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 POSSESSION OF THE ALLOTTEE- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Builder to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

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

7.5 CANCELLATION BY ALLOTTEE The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Builder, within six months from the date of allotment the Builder herein is entitled to paid amount after deduction of 20%. The balance amount paid by the Allottee(s) shall be returned by the Builder to the Allottee(s) within 45 days of such cancellation.

7.6 COMPENSATION-The Builder shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Builder fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason, the Builder shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with bank interest including compensation in the manner as provided under the Act within forty five days of it becoming due:

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

8 REPRESENTATIONS AND WARRANTIES OF THE BUILDER:

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

- (i) The Builder has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Builder has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) As per the best of the knowledge of the Builder there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Builder has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (v) The Builder has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Builder has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Builder shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (ix) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (x) The Builder has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent

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authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee's and the Maintenance Society or the competent authority, as the case may be;

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

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *Force Majeure* clause, the Builder shall be considered under a condition of default, in the following events, namely: -

- (i) The Builder fails to provide ready to move in possession of the Apartment/Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Builder business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Builder under the conditions listed above, Allottee(s) is entitled to the following: or

- (i) Stop making further payments to the promoter as demanded by the Builder. If the Allottee(s) stops making payments, the Builder shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Builder shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Builder interest for the period of delay till the handing over of the possession of the Apartment, which shall be paid by the

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Builder to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for consecutive one demand made by the Builder as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Builder on the unpaid amount @15% P.a
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond three consecutive month after notice from the Builder in this regard, the Builder may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) after deducting 20% of the amount deposit by allottee and deduct all dues and interest liabilities of builder and bank, this Agreement shall thereupon stand terminated: Provided that the Builder shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other source but the Allottee(s) obligation to purchase the said apartment/Unit and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said apartment/Unit.
- (iv) Failure, pursuant to a request by the Builder, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Builder or Association of Allottee(s), as the case may be.
- (v) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Builder or not executing documents as may be required under the law for such transfer
- (vi) Dishonor/stoppage of payment by any cheque(s) including postdated cheques given by Allottee(s) for any reason whatsoever
- (vii) Sale/transfer/disposal of/dealing with, in any manner, the reserved car parking space independent of the Unit or selling of the additional allotted parking space to any third party other than occupant of the Building and /or of the project.

10 CONVEYANCE OF THE SAID APARTMENT:

The Builder, on receipt of Total Price of the Apartment as per Term No. 1.2 under the Agreement from the Allottee's after clearance dues of builder and banks shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

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

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

11 ASSOCIATION OF OWNERS AND MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

11.1 The Builder shall be responsible for providing and maintaining the essential services in the Project, till the formation of RWA taking over of the maintenance of the Project by the Resident Welfare Association(RWA)/Maintenance Society. The cost of such maintenance has been excluded in the Total Price of the Apartment.

11.2 That within a period of 3 months after the agreement to sale has been executed for majority of apartments or booking has been made for such number of apartments then the Builder shall form a society (either under societies registration act, or cooperative society act) or any association of the residents or any other body corporate for the responsibilities of maintenance of common amenities and common services described in and/or with such other object or purpose or in such manner and to such extent as the Builder or their nominees may decide from time to time. The allottee agrees and undertakes that in the event of decision of the Builder to form any such society or association or body corporate, he shall be bound to join, subscribe and become a member of the society or association or body corporate and to abide by and comply with the bye-laws and rules and regulations of such society or association or body corporate. The allottee has undertaken that he/she shall at all times sign and execute the application for registration and all other documents necessary for the formation and registration of the society or association or body corporate including its bye-laws and shall duly fill in, sign and return to the Builder within 10 (Ten) days of the same being forwarded by the Builder to the Allottee. The Allottee shall not raise any objection, if any changes or modifications are made in the draft bye - laws as may be required by the registrar of societies or other competent authority as the occasion may demand. After the allottee hands over the management / maintenance of the common amenities and common services to the society or association or body corporate, it shall be the sole responsibility of the society or association or the body corporate, as the case may be, to run and maintain the common amenities and all common services and to determine from time to time the rate and amount of combined expenses and outgoings for the common amenities and common services along with the sinking fund charges recoverable proportionately from the allottee and from all other parties and the allottee agrees that he shall be liable to pay the said combined expenses and outgoing for common amenities and services and other dues to the society or association or the body corporate as the case may be from time to time & regularly. In the event of the society or the body corporate being formed and registered, the society or association or body corporate so formed shall be solely responsible for the administration of the affairs in relation to the apartments/multistoried residential scheme and the property appertaining thereto and

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for the management of common areas & facilities. The society may look after the said affairs of residential scheme on its own or appoint a professional agency for the said purpose.

11.3 The "Allottee/s" hereby agrees to pay to the Builder/society/body corporate as the case may be, a non-refundable interest free sum of **Rs. 50/- per sq. ft. (Rupees fifty Only) or as decided by state government/society** as payment towards 'Maintenance Corpus' of the Society or the body corporate as the case may be [hereinafter known as "Said Corpus"] at the time of offer of possession. Upon formation of the Society, the Builder shall be bound to deposit this sum in a separate bank account of the Society. All principle and interest monies in the said account shall exclusively be used for maintenance, upkeep and repairs of the said building. The said maintenance corpus shall not be utilized for any purpose other than specifically approved by the Society under its bye laws. It is agreed that the monies to the credit of said corpus fund may be invested in fixed deposits/Government Securities and / or debt mutual funds or in any other manner as may be approved by the Builder/Society/body corporate.

11.4 The "Allottee/s" hereby agrees that in case shortfall occurs in maintenance funds being available from interest earned out of corpus funds then, in addition to the money paid towards the Said Corpus referred to above, he shall pay such proportionate maintenance cost on a monthly basis as determined by the Society and/or the "Builder". Such payment shall be made latest by the 10th of every month in advance. In case of default of payment of the aforesaid charges the Builder or its nominee (maintenance society) shall be entitled to discontinue / disconnect the service of water and electricity etc. to the said flat as also shall have right to remove common benefits, amenities, facilities and services etc. apart from the right to recover the charges with minimum interest @ 12 % p.a. from the allottee and/or from the occupier of the said flat.

11.5 Till the society is formed and the maintenance is handed over to it as stated above, the entire maintenance upkeep and preservation of the said building, operation of the common services and management of common areas therein shall be done by the Builder. The Builder shall maintain the building/project from the maintenance corpus and its earnings, but if any shortfall occurs in maintenance funds being available from interest earned out of corpus funds then, the flat owner/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the "Builder" on the terms and conditions mentioned herein unless agreed to separately. The Buyer agrees to pay proportionate share of all expenses incurred by the Builder or maintenance society for maintenance of said building "NANDANAM" as and when demanded by the Builder or maintenance society.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Builder due to poor performance of associates like as structural engineer, architect, contractor or other service agencies as per

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this Agreement relating to such development is brought to the notice of the Builder or as above agencies within a period of one year by the allottee from the date of handing over possession, it shall be the duty of the Builder and all associates to rectify such defects without further charge, within thirty days, and in the event of Builder and all associates failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14 USAGE:

14.1 USE OF SERVICE AREA:- The service area, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, lifts room, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services area in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved to be used by the Maintenance Society for rendering maintenance services.

14.2 USE OF PARKING:-

a) The Allottee(s) will not be allowed to cover the parking area in any manner or raise any wall or any type of barrier/rope/fastening around the said car parking area

14.3 The Allottee(s) agrees and confirms that the parking allotted to him/her/them/by it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption etc. of the said Unit under any of the provisions of this Agreement or otherwise

14.4 The Allottee(s) undertakes to park his/her/their/its vehicle in the allotted parking space and nowhere else in the Building.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building

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

15.2 The Allottee further undertakes, assures and grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Builder and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee(s) shall not use the said apartment for any purpose other than residential.

15.5 The Allottee(s) shall not do any act or thing which may render void or voidable any insurance of the said property and the building in which the said apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said apartment.

15.6 The Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the promoter and/or the local authority, if required. The Allottee(s) however undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee(s) shall not change the color and structure of the external façade of the Unit.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

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17 ADDITIONAL CONSTRUCTIONS:

The Builder undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18 Builder SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Builder executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

19 BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Builder does not create a binding obligation on the part of the Builder or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur road, Ajmer (address of Sub-Registrar) as and when intimated by the Builder. If the Allottee(s) fails to execute and deliver to the Builder this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder, then the Builder shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) after the deduction 20% of deposited amount and dues, interest or any other charges of builder and bank and allottee cannot claim any interest or compensation whatsoever.

20 ENTIRE AGREEMENT:

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

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21 RIGHT TO AMEND:

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

22 PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

23 WAIVER NOT A LIMITATION TO ENFORCE:

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

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

23.3 No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

24 SEVERABILITY

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

For SHALIMAR BUILDCON PVT LTD


Auth. Sign./Director

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

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

26 FURTHER ASSURANCES:

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

27 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Builder through its authorized signatory at the company Office Shalimar Buildcon Private Limited. Office No 31-32, 2nd Floor, K C Complex Opp Subhash Udhyan, Ajmer 305001 after the Agreement is duly executed by the Allottee and the Builder or simultaneously with the execution the said Agreement after signed shall be registered at the office of the Sub-Registrar at Ajmer. Hence this Agreement shall be deemed to have been executed at Ajmer only.

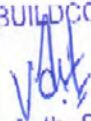
28 BROKERAGE

In case the Intending Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee whether in or outside India for acquiring the said Premises for the Intending Allottee, the Intending Builder shall in no way whatsoever be responsible or liable there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Intending Builder for the said Premises. Further the Intending Allottee undertakes to indemnify and hold the Intending Builder free and harmless from and against any or all liabilities and expenses in this connection.

29 INTERPRETATION

- a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

For SHALIMAR BUILDCON PVT. LTD.


Auth. Sign./Director

- b) References including defined terms to the singular include the plural and vice versa and to a person includes body corporate and vice versa.

30 NOTICES:

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

M/s Shalimar Buildcon Private Limited	Allottee Name MRS.
31-32, 2nd Floor, K C Complex p Subhash Udhyan, Ajmer 305001	Allottee ADDRESS-.....

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Builder or the Allottee(s), as the case may be.

31 JOINT ALLOTTEE:

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

32 SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Builder under the agreement for sale, under the Act, the rules or the regulations made thereunder.

33 GOVERNING LAW:

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

34 DISPUTE RESOLUTION:

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

For SHALIMAR BUILDCON PVT. LTD.


Auth. Sign./Director

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on....., 2017.

Photograph (passport size)
(Across the signature)

Photograph (passport size)
(Across the signature)

SIGNATURE

SIGNATURE

NAME -.....

NAME-

(First Applicant)

(Second Applicant)

Signed and delivered by the within named Builder and Owner in the presence of witnesses at on....., 2018

Builder Shalimar Buildcon Private Limited For and on behalf of
Name:
Signature
Designation: AUTHORISED REPRESENTATIVE/ Signatory

WITNESS 1

WITNESS2

Signature

Signature

Name-
Address-

Name -
Address -

For SHALIMAR BUILDCON PVT. LTD.


Auth. Sign./Director

SCHEDULE-1

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

Name of Scheme/Colony and City	Plot No.	Area (inmeters)
"NANDANAM", Village Makarwadi Tehsil and District Ajmer	Khasra No.1301	0.65 hectare/6500 square meters

1. The piece and parcel of the plot of land in site is bounded on the :-

In North -

In South -

In East -

In West -

And measuring

North to South sq. ft. (east side) and sq. ft. (west side)

East to West sq. ft. (north side) and sq. ft. (south side)

2. Latitude/ Longitude of the end points of the Project

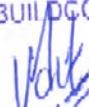
LATITUDE: "N

LONGITUDE: "E

3. Other details of the location of the Project:, AJMER

4. Location Map - ATTACHED

For SHALIMAR BUILDCON PVT. LTD.

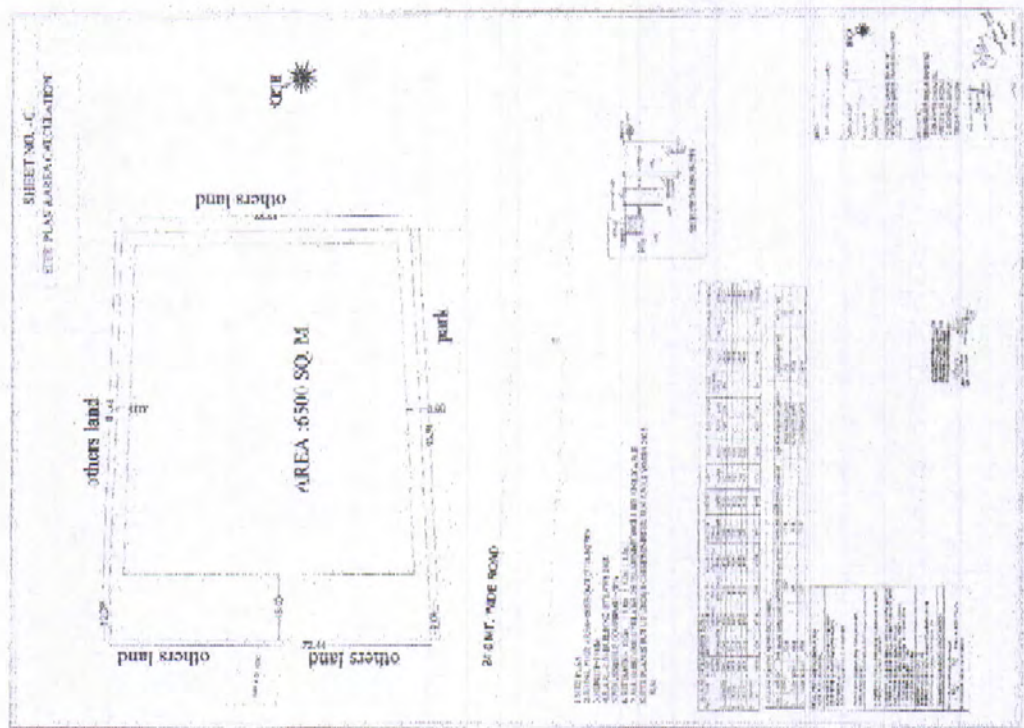

Auth. Sign./Director



For SHALIMAR BUILDCON PVT. LTD.

Vait
Auth. Sign./Director

SCHEDULE-2
(Approved Lay-out Plan/Site Plan of the Project)



For SHALIMAR BUILDCON PVT. LTD.

Volick

Auth. Sign./Director

Auth. Sign./Director

For SHALIMAR BUILDCON PVT. LTD.

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4

**[Description of the Apartment and Garage/Covered Parking (if applicable)
alongwith boundaries in all four directions]**

Apartment details -

34.1.1.1 CATEGORY -

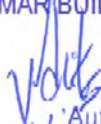
34.1.1.2 AREA -.....FT

34.1.1.3 FLAT NO. -

34.1.1.4 FLOOR NO. -

34.1.1.5 BLOCK NO. -

For SHALIMAR BUILDCON PVT. LTD.



Auth. Sign./Director

Description of Apartment:

In East -

In West -

In North -

In South -

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment) which are in conformity with the Advertisements, Prospectus etc. circulated by the Seller at time of booking of Units in the Project) AND

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which are in conformity with the Advertisements, Prospectus etc. circulated by the Seller at time of booking of Units in the Project)
Specifications:

GENERAL

- Naturally lighted and ventilated rooms.
- Vitrified Tile Flooring in all areas.
- Finishing of Walls using premium quality plastic paint with smooth POP/SANDIA base.
- RCC framed Earthquake compliant structure.
- Adequate elevators for better accessibility
- Well landscaped Garden Area.
- Vitrified tile in common area and granite in stairs
- Texture paint in outer elevation
- Solar plant only for common area lights.

DOORS AND WINDOWS:

- Section/ wooden windows
- Laminated flush door
- Wooden (marandi) frame for doors

For SHALIMAR BUILDCON PVT. LTD.



Auth. Sign./Director

KITCHEN:

- Pre-polished granite platform and stainless steel sink.
- Ceramic Tiles up to 2' height above platform.

TOILETS:

- Toilets with standard sanitary ware and cp fittings.
- Anti skid ceramic tiles.
- Ceramic tiles in wall

SAFETY AND SECURITY:

- Power back up only for common area lights.

ELECTRICAL:

- All wiring of good quality ISI grade.
- TV, and telephone points only in living area.
- Quality semi modular switches.

WATER SUPPLY

- Boring and P.H.E.D Lines available by gvt..
- Underground and overhead water tanks.
- Rain water harvesting system.

For SHALIMAR BUILDCON PVT. LTD.



Auth. Sign./Director



SHALIMAR BUILDCON PVT. LTD.

Office No. 31-32, 2nd Floor, K.C. Complex, Opp.
Subash Udhyan, Ajmer - 305001 (Raj.) India
Reg. Office: 62, Burmese Colony, Jaipur - 302004

☎ 978 55 68880, 978 55 68881
✉ shalimarbuildcon@gmail.com
🌐 www.ajmerflats.com
📄 U45201RJ1995PTC010916

PROVISIONAL ALLOTMENT CERTIFICATE



Dear Sirs,

I/We request that I/We may please be allotted a Residential Flat in "NANDANAM" Khasra No.1301, at Ansal city, Ajmer.

I/We agree to abide by the Terms & Conditions of allotment as contained in this application form as well as brochure and any further amendments/ additions that may be made by the Company from time to time.

I/We agree to take registration of an undivided interest in the land with relation to this flat as determined and arranged by the builder as and when intimated, subject to the conditions, that the flat will be constructed by the said builder as per the A.D.A. approved plan and specified details of the builder for the apartments. I/We agree to sign and execute, as and when desired by the company, the agreement for construction of the flat or the flat Buyer's Agreement as the case may be on the company's standard format which I/We have read thoroughly and understood and I/We agree to abide by the terms and conditions contained therein.

Completion time of project - 30 months (Approx)

PAYMENT SCHEDULE (EWS)

S No.	INSTALLMENTS	%	RATE
1.	Advance of EOI	10%	30,000
2.	Allotment & Registration		51,100
3.	Plant Level & Casting of Ground Floor	15%	121,650
4.	At the Casting of 1st Floor	15%	121,650
5.	At the Casting of 2nd Floor	15%	121,650
6.	At the Casting of 3rd Floor	15%	121,650
7.	At the Casting of 4th Floor	15%	121,650
8.	Plaster & Finishing Work	10%	81,100
9.	On Possession	5%	40,550
	Total	100%	811,000



Signature of the Applicant

Signature of the Co-Applicant

Signature of the Director



SHALIMAR BUILDCON PVT. LTD.

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Completion time of project - 30 months (Approx)

PAYMENT SCHEDULE (LIG-I)

S No.	INSTALLMENTS	%	RATE
1.	Advance of EOI	10%	50,000
2.	Allotment & Registration		73,100
3.	Plant Level & Casting of Ground Floor	15%	184,650
4.	At the Casting of 1st Floor	15%	184,650
5.	At the Casting of 2nd Floor	15%	184,650
6.	At the Casting of 3rd Floor	15%	184,650
7.	At the Casting of 4th Floor	15%	184,650
8.	Plaster & Finishing Work	10%	123,100
9.	On Possession	5%	61,550
	Total	100%	1,231,000



Signature of the Applicant

Signature of the Co-Applicant

Signature of the Director



SHALIMAR BUILDCON PVT. LTD.

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Completion time of project - 30 months (Approx)

PAYMENT SCHEDULE (LIG-II)

S No.	INSTALLMENTS	%	RATE
1.	Advance of EOI	10%	60,000
2.	Allotment & Registration		86,100
3.	Plant Level & Casting of Ground Floor	15%	219,150
4.	At the Casting of 1st Floor	15%	219,150
5.	At the Casting of 2nd Floor	15%	219,150
6.	At the Casting of 3rd Floor	15%	219,150
7.	At the Casting of 4th Floor	15%	219,150
8.	Plaster & Finishing Work	10%	146,100
9.	On Possession	5%	73,050
	Total	100%	1,461,000



Signature of the Applicant

Signature of the Co-Applicant

Signature of the Director



I/We enclose herewith Cheque/Bank Draft No.: dt: For
(Rupees..... Only) drawn on
Bank in your favour, towards my/our booking / earnest money.

1. Name of the Applicant:
(IN BLOCK LETTERS)
2. Father's / Husband's Name:
3. Permanent Address:
.....
4. Mailing Address:
.....
5. Date of Birth: 6. Age: 7. Occupation:
8. Caste: 9. Phone Nos. Office: 10. Mobile:
11. Mail ID: 12. PAN:
13. Residential Status : Resident / Non Resident
14. Details of Flat : Floor (.....) Flat No. Saleable Area Sq.ft.

DECLARATION

I/We hereby solemnly declare that the above particulars given by me / us are true to the best of my / our knowledge and belief.

I/We shall furnish any additional information(s) if required. In the event of any delay on my / our part to furnish any particulars desired by the Builders, it shall be within the discretion of the Builder to reject my/our application.

The Builder has no obligation or liability to allot me/us a flat.

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the builder and it shall be final and binding on me/us. I/We further agree to pay the balance payment in accordance with the Builder's schedule of installment.

I/We have read the contents relating to the terms and conditions of allotment in detail annexed here to and hereby agree to abide fully by those.

DATE:

PLACE:

Signature of the Applicant(s)

