

**ALLOTMENT LETTER**

Mr/Ms/Mrs \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Co- Appl. \_\_\_\_\_ (if, any)

**Sub: Letter of Allotment of Unit in a Project named "Vrinda Gardens Phase III A"**

**Dear Ma'am/Sir,**

We are delighted to inform you that you have been allotted a Unit bearing no. \_\_\_\_\_ against your Registration/Application in our residential project named as Vrinda Gardens Phase III A ("**Project**") which is being developed upon Project Land admeasuring 2793 sqm situated at Village- Khonagoriyaan, Land Revenue Area Gauner, Tehsil Sanganer, District Jaipur, Rajasthan ("**Project Land**") as part of the Whole Project named as **Vrinda Gardens** ("**Whole Project**") in accordance with terms and conditions of said Application Form and this Allotment Letter.

**1. The Details of the Unit allotted are as under:**

A.

|         |  |
|---------|--|
| Unit No |  |
| Type    |  |
| Floor   |  |

B.

| Area Wise Details | Sqm | Sq ft |
|-------------------|-----|-------|
| Carpet Area       |     |       |
| CLSS Carpet Area  |     |       |
| Balcony Area      |     |       |
| Built Up Area     |     |       |
| Super Area        |     |       |

**2. Total Price of the Unit / Flat is as under :**

| Particulars           | Amount in Rs. |
|-----------------------|---------------|
| Cost of the Unit      |               |
| Less, Discount if any |               |
| Total Price           |               |

Total Price in words ( \_\_\_\_\_ )

3. Payment schedule :

| Particulars                 | Installment Amount (Rs. _____) |
|-----------------------------|--------------------------------|
| On booking                  |                                |
|                             |                                |
|                             |                                |
| One month before possession |                                |

**Note- i)** The Promoter offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

In addition to the Total Price, Allottee(s) shall be required to make the payment towards following –

- All taxes, including but not limited to Value Added Tax/ Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project.
- Interest free maintenance security, upfront maintenance charges, documentation charges, water charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement for Sale, Sale Deed, Sub- Lease Deed etc. in respect of the Unit.
- Interest free maintenance security is Rs. \_\_\_\_\_ payable at the time of Possession.
- Allottee shall sign the standard Agreement for Sale of the Firm as and when requested by the Firm to do so.
- According to Income Tax Act 1961, the Allottee of the property for which the sale consideration is of Rs. 50 lacs or more, becomes liable to deduct TDS u/s 194 IA @ 1% deposit & issue Form 16B.

\* GST No: \_\_\_\_\_  
RERA Reg. No. \_\_\_\_\_  
Rera website address \_\_\_\_\_

Warm regards,

For \_\_\_\_\_

(Authorized Signatory)

**Note-**

Please call your Booking Officer for any query or mail us at [care@ashianahousing.com](mailto:care@ashianahousing.com). You can check about Rera details at \_\_\_\_\_.

Photo of  
the  
Promoter

Photo of  
Allottee

### AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE ("Agreement")** is executed at Jaipur on this \_\_\_\_ day of \_\_\_\_\_ Two thousand and Seventeen

### BY AND BETWEEN

**M/S. VISTA HOUSING**, a Partnership Firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its Principal Place of Business at Unit No. 4 & 5, 3rd Floor, Plot - 2, Southern Park, Saket District Centre, New Delhi-110017 and Branch Office at 3rd Floor, Apex Mall, Near Lal Kothi, Tonk Road, Jaipur, Rajasthan (**PAN-AAKFV4355R**) through its Authorised Representative Mr. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized *vide* Authority Letter dated \_\_\_\_\_ passed and signed by all the partners constituting the firm, (Copy enclosed as **Annexure I**) [hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **ONE PART**.

### AND

Mr./Ms./Mrs. \_\_\_\_\_, Son/Daughter/Wife of Mr. \_\_\_\_\_, R/o \_\_\_\_\_ (PAN \_\_\_\_\_) jointly with Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) Son/Daughter/Wife of Mr. \_\_\_\_\_, R/o \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) (PAN \_\_\_\_\_) ; hereinafter singly/jointly 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), administrator(s), executor(s) & permitted assignees) of the **OTHER PART**.

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

#### **INTERPRETATIONS/DEFINITIONS**

I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-

- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
- b) "**APPLICABLE LAWS**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including Jaipur Development Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project/Whole Project.
- c) "**ARCHITECT**" shall mean Mr. Biswajit Sengupta, Bhiwadi and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
- d) "**APARTMENT**" shall mean a space in the Said Project/Whole Project intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project/Whole Project.
- e) **EARNEST AMOUNT** shall mean 10% of the Total Price of the Unit.

- f) **"BUILDING"** shall mean the building No./Tower No. \_\_\_\_\_ in the Said Project where the Allottee(s) has been allotted his "Unit".
- g) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- h) **"ALLOTTEE(s)"** means and includes:
- a) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
  - b) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
  - c) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
  - d) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- i) **"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. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

- j) **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.
- k) **COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT** shall mean Scheduled Land and such common areas, facilities, equipments and spaces in the Whole Project meant for common use of and enjoyment of all the occupants of the Whole Project (as defined herein-below) and more particularly detailed in the **Part-I of the Schedule- D** attached hereto. However, such common areas, facilities, equipments and spaces forms part of different phases of the Whole Project as detailed in **Part I of Schedule- D** attached hereto and accordingly common areas, facilities, equipments and spaces which forms part of any particular phase shall be developed with that particular phase.
- l) **COMMON AREAS AND FACILITIES OF THE SAID PROJECT:** shall mean such common areas, facilities, equipments and spaces forming part of the common areas and facilities of the Whole Project which are to be developed within the Said Project and more particularly detailed in the **Part- II of Schedule- D** attached hereto.
- m) **LIMITED COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT** shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments as detailed in **Clause 1.20**.
- n) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- o) **DELAY PAYMENT CHARGES"** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules..

- p) **"PROJECT LAND"** shall mean land admeasuring 2793 sqm., forming part of Scheduled Land, on which the Said Project is being developed and more fully described in **Part-II of Schedule A**.
- q) **"OWNERS ASSOCIATION"** shall mean "Vrinda Gardens Owners' Association", an association formed/to be formed by the owners of the units/Apartments in the Whole Project as per Clause (e) of Sub- Section (4) of Section 11 of the Act.
- r) **"PARA"** means Para of this Agreement.
- s) **"REGULATION"** means regulations made under the Act;
- t) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- u) **"SCHEDULE"** means the Schedule attached to this Agreement;
- v) **"SECTION"** means the section of the Act.
- w) **"SCHEDULED LAND"** shall mean land admeasuring 59021.73 sqm. and thereabout lying and situated at Village - Khonagoriyaan, Patwar Halka Khonagoriyaan, Land Revenue Area Gauner, Tehsil Saanganer, Distt.- Jaipur, Rajasthan on which the Whole Project named Vrinda Gardens, comprising of different phases, is being developed and is demarcated and shown in **Part I of Schedule- A**.
- x) **"SAID PROJECT"** shall mean part of the Whole Project, being constructed and developed upon the Project Land and comprising of group housing flats, Common Areas and Facilities of the Said Project, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and named as **"Vrinda Gardens Phase III A"**.
- y) **"SUPER AREA"** means the area at which units / flats were sold before coming into force of RERA and more particularly described in **Note (i) of Schedule B** annexed herewith.

z) **"VRINDA GARDENS PHASE-I"** shall mean part of the Whole Project constructed and developed or being constructed and developed on the portion of Scheduled Land comprising of flats, common areas and facilities, all improvements and structure thereon and all easements rights and appurtenances belonging thereto and named as **"Vrinda Gardens Phase I"**,

aa) **"VRINDA GARDENS PHASE-II"** shall mean part of the Whole Project constructed and developed on the portion of Scheduled Land comprising of flats, common areas and facilities, all improvements and structure thereon and all easements rights and appurtenances belonging thereto and named as **"Vrinda Gardens Phase II"**,

bb) **"WHOLE PROJECT"** shall mean the residential project comprising of flats, parking facility, club house, other amenities and facilities etc. constructed / to be constructed in different phases upon the Scheduled Land and named as **"Vrinda Gardens"**.

cc) **"HE OR HIS"** shall also mean either she or her in case the Allottee is a female or it or its in case the Allottee is a partnership firm or a limited company.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Jaipur Development Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

**WHEREAS THE PROMOTER DECLARES THAT:**

- A. The Lease Deed/Patta dated 13<sup>th</sup> November, 2013 was issued by the Jaipur Development Authority, Jaipur in respect of the Entire Land measuring 61965.96 sqm consisting of two parcels of land i.e Scheduled Land and Adjacent Land in favour of the Promoter for the development of a Group Housing Scheme. The said Lease Deed / Patta was registered on 4<sup>th</sup> December, 2013 in the office of the Sub-Registrar, Jaipur-V, Jaipur under Document No 2013397049492, Book No. 1, Jild No. 732, at Page No 140 under serial number 2013397025013.
- B. Accordingly, the Promoter has a legal title to the Scheduled Land and is absolutely seized and is in lawful possession of the Scheduled Land.

- C. The Scheduled Land is earmarked for development of a Group Housing Scheme.
- D. The Promoter being the absolute owner and in possession of the Scheduled Land framed a scheme for developing a residential project to be known as "**Vrinda Gardens**" on the Scheduled Land. The Whole Project developed / to be developed on the Scheduled Land shall be called as "**Vrinda Gardens**". However, for convenience and ease of construction, sales and marketing, the Whole Project "**Vrinda Gardens**" has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project being one of the phase of the Whole Project upon the Project Land and the said phase shall be known as **Vrinda Gardens Phase III-A**.
- E. The Promoter planned and is in the process of constructing and developing Said Project i.e. **Vrinda Gardens Phase-III A** upon the Project Land after getting necessary permissions/approvals from concerned competent authorities. The location details of the Said Project being developed upon Project Land is fully described in **Part II of Schedule A**.
- F. The Promoter has obtained construction finance to the tune of Rs. Thirty (30) crore from HDFC Ltd. in terms of Sanction / Offer Letter dated 6<sup>th</sup> January 2016 and 14<sup>th</sup> July, 2016 and created security on the Scheduled Land by way of mortgage in favour of HDFC Ltd. Further, there is an exclusive charge on all receivables/ cash flows/ revenues including, earnest amount arising out of or in connection with the Said Project, all insurance proceeds both present and future, etc.
- G. Except as disclosed under this Agreement, the Project Land/Scheduled Land is free from all encumbrances.
- H. The Said Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated \_\_\_\_\_ and the Said Project's Registration Certificate No. is \_\_\_\_\_. This Registration is valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website ([www.\\_\\_\\_\\_\\_](http://www._____.)) of the Authority.

I. The following approvals and sanctions have been obtained in respect of the Said Project/Whole Project:

- (i) The Site Layout Plan of the Whole Project has been approved by the Jaipur Development Authority *vide* its Letter No JDA/BPC-2014/D-2006-dated 12/08/2014 and as amended *vide* Letter no. JDA/SS/B.P.C. (B.P.)/2016/D-1740 dated 29/07/16. A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure- II.**
- (ii) Approval of the Said Project and permission of building construction upto 38.85 meters height (S +12 floor) under the relevant legal provisions has been accorded *vide* Letter No. JDA/BPC-2014/D-2006-dated 12/08/2014 and as amended *vide* Letter no. JDA/SS/B.P.C. (B.P.)/2016/D-1740 dated 29/07/16 by the Jaipur Development Authority and annexed as **Annexure III.**
- (iii) The Jaipur Development Authority, Jaipur has granted commencement certificate to develop the Said Project *vide* its approval no. JDA/BPC-2014/D-2006-dated 12/08/2014.
- (iv) Temporary Fire NOC for the Said Project has been accorded by the office of Chief Fire Officer, Nagar Nigam, Jaipur *vide* no. F9(207)O.O./N.N.J/14-15/139-22/04/14 dated 22/04/14.
- (v) The Airport Authority of India has also granted NOC for height clearance for the Whole Project *vide* No AAI/NOC/2014/126/6761-67 /dated..24.07.2014
- (vi) Environmental Clearance from the department concerned has been obtained for the Whole Project *vide* letter no. F1(4)/SEIAA/SEAC-Raj/Sectt/Project/Cat(8(a)B2(622)/13-14 dated 31.01.14.
- (vii) Public Health and Engineering Department has also given in -principal approval for providing water for the Whole Project *vide* its letter no. SE (Pro-Jpr)2017-18 211-215 dated 10.05.17.

(viii) Consent to Establish from Rajasthan State pollution Control Board has been obtained for the Whole Project vide letter no. F(MUID)/jaipur(Sanganer)/48(1)/2013-2014/7139-7141 dated 06.12.13.

- J. The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project as detailed in **Part- I of Schedule D**. These common areas, facilities and amenities will be developed along with the phases in which they locate and Common Areas and Facilities of the Whole Project shall be common for all occupants of the Whole Project irrespective of the phase in which they locate. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further agreed by the Allottee(s) that the Common Areas and Facilities of Whole Project would be developed in phases i.e. along with the phase of which such common area/facility/amenity is a part. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the Allottees of the Whole Project shall have equal right in the Common Areas and Facilities of the Whole Project and the Allottee(s) shall not obstruct and/or cause any hindrance to any allottee belonging to any Phase in the Whole Project. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.
- K. The details of the number, type and Carpet Area of Apartments for sale in the Said Project as required under Section 4(2)(h) of the Act are as under :

| Type of Apartment                             | Lavender :<br>3 BHK + 3<br>Toilets | Shops/Office<br>Space |
|-----------------------------------------------|------------------------------------|-----------------------|
| Total No. of Apartments                       | 48                                 | Nil                   |
| Carpet Area of each<br>Apartment sqmt.(sqft)  | 106.22 (1143)                      |                       |
| No. of balcony in each<br>Apartment           | 2                                  |                       |
| Balcony area in each<br>Apartment sqmt.(sqft) | 10.7 (116)                         |                       |
| Built Up Area sqmt.(sqft)                     | 124.64(1342)                       |                       |
| Super Area sqmt.(sqft)                        | 155.80(1677)                       |                       |

- L. The Promoter has conceived a detailed plan of development works to be executed in various phases in the Whole Project. Details of the plan of development works to be undertaken in the Whole Project including the Said Project and the proposed facilities to be provided including fire fighting facilities, water facilities, use of renewable energy etc, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- E**.

The details of specifications of material used/to be used in construction of the Said Project have been specifically provided in **Schedule-F** attached hereto.

- M. The stage wise time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and other above-mentioned internal development works been specifically provided in **Schedule- G** attached hereto.
- N. The Promoter has opened a separate account in HDFC Bank in Branch Delhi of HDFC Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- O. The Allottee(s), being aware of the Said Project and details given above as well as in the brochure made available by the Promoter and/or on visiting the show home of an Apartment, has applied for allotment and to purchase an Apartment in the Said Project and deposited advance amount and agreed to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement as more fully described in **Part II of Schedule C**. There are different kinds of apartments conceptualized in the Whole Project which may not be the same as Show Home. The Promoter has already clarified that the Show Home is for representational purposes only and is created to give a look and feel of an Apartment in the Said Project/Whole Project.
- P. On application, as aforesaid, the Allottee(s) has been allotted an Apartment located in the Said Project and pro rata share in the Common Area and Facilities of the Whole Project and more particularly described in **Schedule "B"** attached herewith and hereinafter referred to as the "**Unit**").
- Q. The Floor Plan of the Unit (as described in **Schedule B**) and Building in the Said Project is given in **Annexure- IV**.

- R. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the Project Land on which the Said Project is being developed have been completed.
- S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Said Project/Whole Project.
- T. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

**1. TERMS:**

- 1.1** Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the **Schedule "B"** hereunder.
- 1.2** The Total Price of the Unit is more particularly described in **Part I of Schedule C** hereunder.
- 1.3** The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Part I of Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

- 1.4 In addition to the Total Price, Allottee shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Details of the Total Price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.

Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification/introduction.

Provided further, that if there is any increase in the taxes after the expiry of the schedule date of completion of the Said 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(s).

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6 The Total Price of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, 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 Unit and the Said Project. However, the Allottee is aware that in addition to the total price the Allottee shall have to contribute an amount towards water infrastructure fund as detailed in **Clause 1.9 and 1.10.**

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

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said 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(s).

- 1.8** The Allottee(s) shall be liable for all costs, charges and expenses [subject to maximum of Rs. 10000/- (Rupees Ten Thousand only) in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, , sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.

- 1.9** The Promoter has represented to the Allottee(s) that it has received in principal approval from Public Health & Engineering Department (PHED), Jaipur for providing water to the Whole Project under its Khonagoriyan Scheme of Bisalpur Project and PHED is likely to create an appropriate infrastructure to source and supply water to the Project. PHED shall also undertake laying of pipe lines from the pump house till the entrance of the Project. Further water shall be supplied through pipelines from the entrance

of the project to the underground water tanks and from there water shall be supplied to individual Units. For creation of water infrastructure a certain amount shall be required to be deposited with the PHED as per the amount raised by PHED.

**1.10** The Promoter represents further that the Allottee(s) shall be required to contribute amount of Rs. \_\_\_\_ (Rupees \_\_\_\_\_ Only) towards creation of water infrastructure fund. Any increase or decrease in the demand raised by Government shall be collected/ refunded to/from the Allottee(s) proportionately. The Allottee(s) understands that till the time the infrastructure is developed, water shall be obtained through tankers.

**1.11** The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule - C** attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay Delay Payment Charges. The Allottee is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.

**1.12** The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule - F** in respect of the Unit or the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, facilities/ services/ development works/ amenities, which are not part of the Said Project but will be provided as part of the subsequent phases of Whole Project, may be changed depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such

modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act.

**1.13** The Promoter shall confirm to the final Carpet Area and Balcony Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate is 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 and Balcony Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area and Balcony Area in total then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area and Balcony Area in total, which is not more than three percent of the Carpet Area and Balcony Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) along with the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of Carpet Area and Balcony Area. Further Carpet Area shall be measured from brick to brick and balcony dimension shall be upto the outer edge of the balcony slab.

**1.14** Subject to **Clause 9.3**, the Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Whole Project. Since the share/ interest of Allottee(s) in the common areas of the Whole Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Whole Project to the Owner's Association after duly

obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, 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 Unit and the Said Project as detailed in **Part I of Schedule C**. The Allottee is aware that the amount towards water infrastructure fund as detailed in **clause 1.9** and **1.10** shall be payable in addition to the total price
- (iv) To assess the extent of development of the Said Project and his Unit, the Allottee(s) may visit the Said Project. However, The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

- 1.15** The Allottee understands that the project comprises of open and covered parking spaces spread across the Whole Project. For day-to-day comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Those allottee(s) who have not availed the option of covered parking will be earmarked open parking.

Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking and the parking so earmarked and the

unallotted parking space shall form part of the Limited Common Areas and Facilities of the Whole Project.

1.16 The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Whole Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project, in case the Allottee(s) has been allotted one parking space only.

1.17 The Promoter has informed the Allottee(s) and the Allottee(s) has agreed that the parking spaces are distributed in the Whole Project and shall be developed in phased wise manner. It may happen that in a Project there may not be sufficient parking spaces as compared to the number of Units developed in a particular Phase. In such a condition, the Promoter shall make temporary arrangements for parking the vehicles till the time permanent parking spaces are earmarked in subsequent phases. Further, allottee(s) of other phases may also be earmarked parking space in Vrinda Gardens Phase III A and the Allottee shall not have any objection to this.

1.18 The Allottee(s) agrees and understands that except the Unit as described in **Schedule-B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, ATM space, kiosk etc. built in any part of the Said Project/Whole Project are in the nature of saleable Apartment and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.

1.19 The Promoter shall be exclusively entitled to install its signage, hoarding, **any other** kind of branding for its any past, present and future project at

any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on utilization of this right by the Promoter.

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

- 1.20 Lawn Area parking, storages or any other area exclusively earmarked for a particular Apartment (s) by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of owner/occupant of that Apartment to the exclusion of other Allottees.
- 1.21 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.22 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.23 That the Whole Project shall always be known as "Vrinda Gardens" and the Said Project shall always be known as "**Vrinda Gardens Phase IIIA**" and the name of the Whole Project and the Said Project shall not be changed except with the consent of the Promoter.

## 2 MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan given in **Part II of Schedule- C** hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of \_\_\_\_\_ payable at \_\_\_\_\_.

## 3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident 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 there under 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 Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(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 Promoter accepts no responsibility in regard to matters specified in **Clause 3.1** above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

**4 ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

4.1 The Allottee(s) hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

**5 TIME IS ESSENCE:**

5.1 The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Said Project to the Owner's Association.

**6 CONSTRUCTION OF THE SAID PROJECT:**

6.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under **clause 1.12** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

**7 POSSESSION OF SAID APARTMENT:**

For Vista Housing  
  
Authorised Signatory

**7.1 Schedule for possession of the Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of the Said Project with all specifications, amenities and facilities of the Said Project in place on or before **July, 2019** including a grace period of six months, 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 Said Project ("**Force Majeure**"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with delay payment charges computed at Interest Rate within forty-five days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the completion certificate from the competent authority shall vide offer letter ("**Offer Letter**") offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 20 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit and simultaneously

get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Jaipur. After the expiry of 3 (Three) full calendar months from the date of issue of completion certificate i.e **Deemed Date of Possession** , the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Owners Association, as the case may be. The Promoter shall handover the copy of completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter 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 Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

**Possession of the Allottee(s)-** After obtaining the completion certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Owners Association within thirty days after obtaining the completion certificate.

- 7.3 Cancellation by Allottee (s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay

Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer.

**Cancellation by Allottee(s) after Completion Certificate-** Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of completion certificate of the Said Project, the Promoter shall be entitled to forfeit twice the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer.

**Compensation** -The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Project Land, on which the Said 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 Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in **Clause 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 Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest calculated at Interest Rate including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that if the Allottee(s) does not intent to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest computed at Interest Rate for every month of delay, till the handing over of the possession of the Unit, which

shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

7.4 The Allottee(s) shall be liable to pay from the date of Deemed Date Of Possession or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) proportionately. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

## **8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land/Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) Except those mentioned in this Agreement, there are no encumbrances upon the Project Land or the Said Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Said Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of Whole Project/Common Areas and Facilities of the Said Project.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association.
- (x) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Owners Association.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.

## 9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in **Clause 7.1** above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit 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 as specified in **Schedule F** and for which completion certificate has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

**9.2** In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

**9.3** The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any

- other amounts due including Delay Payment Charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
  - (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
  - (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

**9.4** The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned **Clause 9.3** above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3 (iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in **Clause 9.4 (ii)**; Further in case of event of default under **Clause 9.3(iii)**, till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per **Clause 9.4 (i)** and (b) recover maintenance charges from the Deemed Date of Possession; (c) recover holding/safeguarding charges @ 0.1\_% per month on the Total Price of the Unit; (d) taxes mentioned in **Clause 7.4**; (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned

**Clause 9.3(iii)** and Allottee(s) hereby authorizes the Promoter for the same.

(iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without Delay Payment Charges shall not be deemed to be a waiver by the Promoter of its right of charging such Delay Payment Charges or of the other rights mentioned in this Agreement.

**9.5** Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
- (iii) The Delay Payment Charges paid/payable by the Allottee(s) to the Promoter as per **Clause 9.4(i)** and/or **9.4 (iii)**, if applicable;

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

#### **10 MAINTENANCE OF THE SAID PROJECT:**

**10.1** That one of the factors for the allottee(s) to buy unit in its Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Ashiana Maintenance Services, LLP ("Maintenance Agency"). Maintenance Agency has very rich and vast experience and expertise in the management

and maintenance of large size high rise residential projects having all modern equipments, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee(s) is aware that due to qualitative and cost effective maintenance of its projects, the Maintenance Agency is able to maintain the beauty and aesthetic look of its projects consistently which not only increases the life of its projects but gives appreciation to the value of the projects. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee(s) understands that other allottees have also booked/bought units in its projects because of the above characteristics of Maintenance Agency Accordingly, the Maintenance Agency is being appointed to carry out the maintenance of the Said Project/Whole Project at competitive prices until its appointment is recalled and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution.

**10.2** The Promoter shall convey the Common Areas and Common Facilities of the Whole Project to the Owners Association in accordance with the Applicable Laws.

**10.3** The owners of the units/apartments in Vrinda Gardens Phase-I, which forms part of the Whole Project, have initiated the process of formation an association by the name "Vrinda Gardens Owners' Association", under Rajasthan Societies Act, 1860 for the Whole Project comprising of Vrinda Gardens Phase-I , Vrinda Gardens Phase II, Said Project and subsequent phases of the Whole Project. Vrinda Gardens Owners' Association has a set of bye laws (hereafter referred to as "**Bye-Laws**") which shall govern the Owners Association and the members of the Owners Association i.e. the unit owners in the Whole Project. All the owners of units/apartments in the Whole Project shall become members of the Vrinda Gardens Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Vrinda Gardens Owners' Association. The Allottee(s) shall become member of the Vrinda Gardens Owners' Association by signing

necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.

**10.4** The Allottee(s) 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 handover of Common Areas and Facilities of Whole Project to Owners Association as per the Act, it shall be the responsibility of the Owners Association, to run and maintain the Common Areas and Facilities of Said Project along with Common Areas and Facilities of the Whole Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Said Project and Common Areas and Facilities of the Whole Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time & regularly.

**10.5** The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project or Common Areas and Facilities of the Whole Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.

**10.6** Allottee(s) shall be bound by all the terms and conditions of the Agreement of Association, Bye- Laws, maintenance agreement and any other agreement entered by the Owners Association and any decisions taken by the Owners Association as per it Bye -Laws.

**11. DEFECT LIABILITY:**

**11.1** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession or Deemed Date Of Possession,

whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

## 12. INDEMNIFICATION

12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in **Clause 29** and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per **Clause 29** and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

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

### **13. SPECIFIC PERFORMANCE**

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

### **14. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

- 14.1** The Promoter/ Owners Association shall have right of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Owners Association/ to enter into the Unit 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.

### **15. USAGE:**

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :**

- (i) Subject to **clause 11** above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and 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.
- (ii) The Allottee(s) further undertakes, assures and guarantees 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 Said Project/Whole Project, building therein or common areas.
- (iii) The Allottee(s) shall 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.
- (iv) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (v) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole Project.

- (vii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (viii) It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project/Whole Project.
- (ix) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project/Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project/Whole Project and/or the Unit.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiv) After handing over of the Said Project/Whole Project, it shall be the responsibility of the Owner's Association for obtaining / renewal of insurance for the said project / Whole Project and pay insurance premiums.

**17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

17.1 The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project/Whole Project.

17.2 Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, **Renewal/ replacement of transformer and/or other** statutory renewals which are required to be obtained for the Said Project/Whole Project in future after conveyance of common areas in favour of Owner's Association. The Allottee and Allottees of other units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

**18. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:**

18.1 The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Said 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.

18.2 The Promoter represents to the Allottee that the Entire Land consists of two parcels of land i.e Scheduled Land and Adjacent Land. Both the land parcels are separate plots allotted through one Lease Deed dated 13/11/2013. The Promoter propodes to develop both parcels separately. The Promoter further represents that there may be certain services which shall be common for both the parcels of the land. The cost of maintenance for such services shall be borne proportionately by the Allottees of both the parcels of land.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

19.1 Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said

Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of conveyance deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

## **20. BINDING EFFECT:**

**20.1** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to 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), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

## **21. ENTIRE AGREEMENT:**

**21.1** This Agreement, along with its schedules, annexure, 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 Unit.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/  
SUBSEQUENT ALLOTTEES:**

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

**24. BROKERAGE:**

24.1 In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s) the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Unit.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee (s) in not making payments as per the payment plan mentioned in **Part II of Schedule C** of this Agreement including waving the payment of delay payment charges for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

25.2 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. Accordingly, any waiver by any party shall be in writing.

**26 SEVERABILITY:**

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

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

27.1 Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Said Project/Whole Project, the same shall be the proportion which the carpet area plus balcony area of the Unit bears to the total carpet area and balcony area of all the Apartments in the Said Project/Whole Project, as the case may be. However, maintenance charges for the Unit shall be calculated on the basis of super area.

**28 SEVERABILITY**

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

**29 FURTHER ASSURANCES:**

29.1 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.

**30 PLACE OF EXECUTION:**

**30.1** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in 20 days after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at-Jaipur . Hence this Agreement shall be deemed to have been executed at -----  
-----.

**31 NOTICES:**

**31.1** All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post to the party at their respective addresses specified below :-

| M/s | Allottee(s) |
|-----|-------------|
|     |             |

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

**32 JOINT ALLOTTEE:**

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

**33 SAVINGS:**

**33.1** Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Apartment prior to execution and registration of this Agreement for Apartment shall not be construed to limit the right and interests

of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

#### **34 GOVERNING LAW:**

**34.1** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

#### **35 DISPUTES:**

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination 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 issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

|                                                   |                                                       |                                                      |
|---------------------------------------------------|-------------------------------------------------------|------------------------------------------------------|
| Passport size photograph<br><br>(First- Allottee) | Passport size<br>photograph<br><br>(Second- Allottee) | Passport size<br>photograph<br><br>(Third- Allottee) |
| Signature<br>(Name)<br>(First-Allottee)           | Signature<br>(Name)<br>(Second-Allottee)              | Signature<br>(Name)<br>(Third-Allottee)              |

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

..... ON .....

|                                             |
|---------------------------------------------|
| <u>PROMOTER</u><br>For and on behalf of M/s |
| Name                                        |
| Signature                                   |
| Designation                                 |
| <u>WITNESSES</u>                            |
| 1- Signature                                |
| Name                                        |
| Address                                     |
| 2- Signature                                |
| Name                                        |
| Address                                     |

**Part-I OF SCHEDULE-A**  
(Description of Scheduled Land)

| Name of Revenue village and Tehsil                                                                               | Khasra No.                                                                                                                                                                                                                                              | Area (in meters) |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Khonagoriyaan, Patwar<br>Halka Khonagoriyaan,<br>Land Revenue Area<br>Gauner, Tehsil<br>Sanganer, Distt.- Jaipur | 3066, 3065/4531, 3129, 3130, 3067,<br>3070,3071,3072, 3075, 3078, 3079,<br>3089, 3121, 3122, 3123, 3124, 3125,<br>3127, 3073,3074, 3077, 3080, 3081,<br>3082, 3083/1,3084, 3085, 3086, 3087,<br>3088, 3088/4511, 3126/4679, 3128 and<br>3072/4678, 3126 | 59021.73         |
|                                                                                                                  | Total Area                                                                                                                                                                                                                                              |                  |

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

In North...Other's Land

In South...Sector Road 24.0 metre wide

In EastSector Road 30 metre wide

In West...Sector Road 30 metre

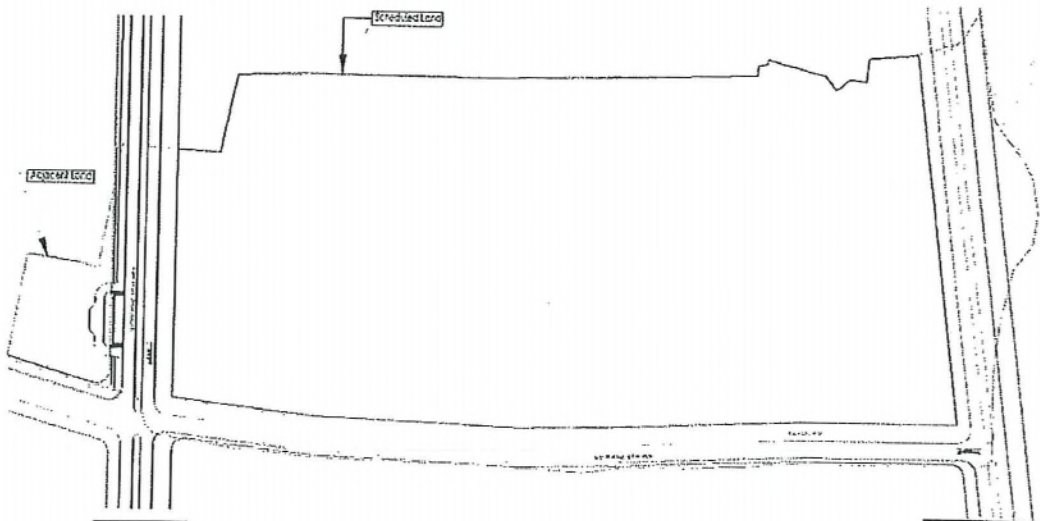
3. Latitude/ Longitude of the end points of the Whole Project

In North- West - 585580.6133/2970679.9879

In South-West- 585623.8652/2970572.5662

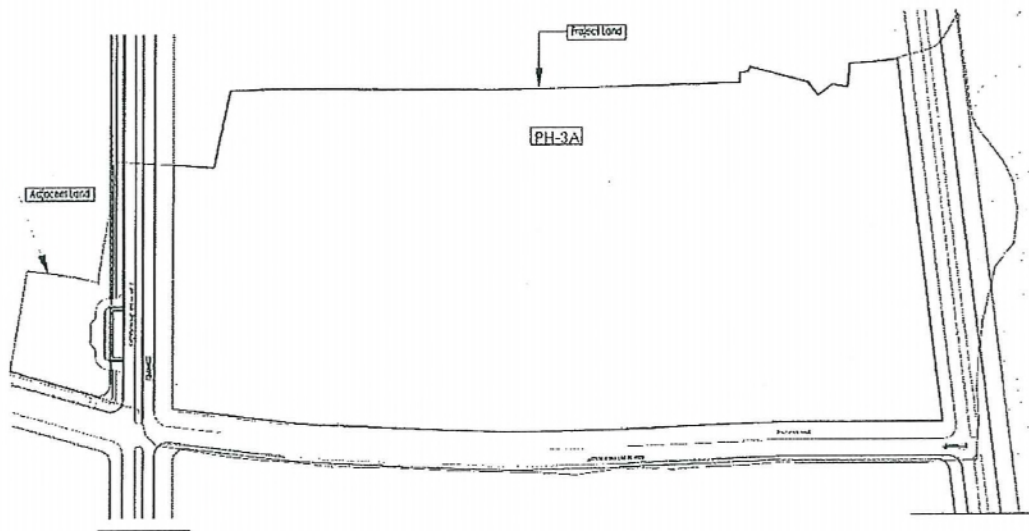
In North- East- 585885.1630/2970856.2959

In South- East- 585885.1630/2970704.7156



**Part-II of Schedule A**  
**(Description of Project Land)**

The area of the Project Land on which the Said Project is being developed is 2793 sqm.



## SCHEDULE-B

### (Description of the Unit)

- a. Unit No. \_\_\_\_\_
- b. Floor: \_\_\_\_\_
- c. Type: \_\_\_\_\_
- d. Carpet Area: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.).
- e. Exclusive Balconies
  - i. Balcony one: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.)
  - ii. Balcony two: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.)
- f. Built- up Area: \_\_\_\_\_
- g. Super Area: \_\_\_\_\_

#### Note-

- (i) Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Super Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah area and is not dependent on Super Area of the Unit.

**PART I OF SCHEDULE- C**

(Total Price of the Unit)

The total price of the Unit is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) is as follows:

|                   |           |
|-------------------|-----------|
| Price of the Unit | Rs. _____ |
| Less Discount:    | Rs. _____ |
| Total Price:      | Rs. _____ |

**PART II OF SCHEDULE- C**

(Payment Schedule)

| Stage of development works and completion of Unit | Installment Amount (Rs. _____) |
|---------------------------------------------------|--------------------------------|
| On booking                                        |                                |
|                                                   |                                |
|                                                   |                                |
|                                                   |                                |
|                                                   |                                |
|                                                   |                                |
| One month before possession                       |                                |
|                                                   |                                |

**Note- i)** Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges

**ii)** The Promoter offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

#### **PART-I OF SCHEDULE- D**

**(Details of common areas, facilities and amenities of the Whole Project)**

- (i) The Scheduled Land
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings in Vrinda Gardens ;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

#### **Part-II OF SCHEDULE D**

**(Details of common areas, facilities and amenities of the Said Project)**

- 1. Project Land
- 2. ESS
- 3. STP
- 4. LPG Supply System
- 5. Sewer System
- 6. Water Supply
- 7. Electrical Supply
- 8. Fire Fighting System
- 9. Storm Water Drainage System

## **SCHEDULE- E**

### **(Detailed Plan of Development Works to be undertaken)**

The Promoter has conceived a detail plan of following development works to be developed in various phases in the Whole Project including the Said Project:

i) **Fire Fighting Facilities-** Fire fighting equipments/ facilities will be provided in the whole project as per NBC guidelines.

ii) **Water Supply** - The Promoter has obtained in-principal approval from PHED, Jaipur for supply of water to the residential units as per the terms and conditions mentioned therein and as per prevailing policy of the government. Final approval and laying of water supply infrastructure and its operationalisation may take time and therefore till the time water shall be obtained through water tankers by the allottees.

iii) **Emergency Evacuation Services-** It has been proposed to provide two staircases (one normal staircase and one fire escape staircase) of appropriate width in accordance with the NBC guidelines. In addition to this, it is proposed to provide emergency assembly points in the Whole Project.

iv) **Use of Renewable Energy--** Solar Water heating panels will be provided on the terraces of the Building for supply of pre heated water in one toilet. However, to save water usage, it is recommended to route the pre- heated water through gyser.

v) **Piped Gases-** It has been proposed to engage an external agency for providing pipe gas facility through gas bank located at various locations. The agency shall lay down a reticulated system for provision of piped gas facility and shall install pre- paid meters in the apartment. The gas to each apartment shall be supplied directly by the agency on charges via pre -paid meters.

vi) **Electrical Supply-** Electricity/power shall be supplied by Jaipur Vidyut Vitran Nigam Limited

vii) **Sewage Treatment Plant-** The Promoter proposes / has installed an STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy. However, till such time, the Promoter shall provide a septic tank for disposal of waste.

viii) **Treated/Recycled Water-** The treated/recycled water shall be used for flushing and horticulture.

**SCHEDULE-F**  
**Specifications**

**1. Foundation**

Reinforced cement concrete, isolated & combined footings/ strip foundation/ raft or load bearing rubble/ masonry or cast-in-situ bore piles and pile caps as per applicable Bureau of Indian Standards (BIS) codes. (refer note 14-j)

**2. Superstructure**

Reinforced cement concrete frame structure or load bearing masonry structure in accordance with applicable earthquake zone and Bureau of Indian Standards (BIS) codes (refer note 14-j).

**3. Walls**

- a) Internal: Brick wall of Clay Bricks/Fly ash Bricks/AAC Blocks
- b) External: Same as above

**4. Finishes - Wall**

i) Units

- a) Master and all other bathrooms: Ceramic tiles up to 2.0 to 2.1 M height from floor level and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.
- b) Kitchen: Ceramic tiles 0.60 meter from counter top and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.

ii) Common Areas — Internal Wall

Lift lobby in basement, stilt/ground floor and upper floors: Granite and/or marble and/or vitrified tiles and/or ceramic tiles and/or cement sand plaster and/or other local stone and/or combination of any two or more items with emulsion paint finish (wherever applicable).

iii) Common Areas — External Wall

All external walls including roof terrace, open terrace, balcony: Cement sand plaster with spray texture/coating and/or emulsion paint finish.

**5. Finishes -Floor**

i) Units

- a) Living/Dining, entrance foyer, corridor leading to bedrooms: Vitrified Tiles (600X600)
- b) Bedrooms and study room: Vitrified Tiles (600X600)
- c) Master and all other bathrooms: Ceramic Tiles (300X300 or other sizes up to 450X450) and/or combination
- d) Balcony: Ceramic Tiles (300X300 or other sizes up to 450X450 and/or combination) suitable quality glazed/matt finish
- e) Open Terrace: Kota stone/other local stone/ceramic tiles of appropriate quality/stone mosaic floor
- f) Internal staircase: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or marble/local stone or combination of tiles and stone
- g) Kitchen: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) matt finish

ii) Common Areas - Internal Floor

- a) Lift lobby in basement, stilt/ground floor and upper floors: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or Kota stone/other local stone of appropriate size or combination of ceramic tiles

- b) Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone

c) Stilt area: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone

d) Basement: Homogeneous cement floor of appropriate specification

## 6. Ceiling

### i) Units

a) Living/Dining, bedrooms, bathrooms, entrance foyer, study area/room, store, balcony corridor inside the units leading to bedrooms, kitchen & all bathrooms:

1) Plastered with either- a) sand-cement mortar and a coat of plaster of Paris or b) gypsum

2) Pleasing shade emulsion paint (Plastic/Acrylic as per Architect's recommendation) finish of appropriate quality.

### ii) Common Area

a) Lift Lobbies: same as 6(i)

b) Staircase, Common lobby, Corridor, Stilt area: 1) Plastered with either- a) sand-cement mortar and a coat of plaster of Paris or b) gypsum

2) Please shade cement paint /distemper/emulsion of appropriate quality (as per Architects recommendation)

c) Basement car parks and ramp: Cement concrete surface finished with grey cement wash after appropriate chiselling/grinding/smoothing or exposed concrete finish

## Notes:

Tiles are generally laid with spacers of suitable width as decided by Architect and joints are filled with cementitious grout.

Skirting of 75 to 100 mm wherever applicable

No skirting underneath kitchen platform

No tiles in cupboard area

No tiling work on top surface of loft

Marble/black granite /same floor tiles in window cill inside the room. Outside the unit, window cill will be sand-cement plastered and painted.

## 7. Windows

a) Bedrooms, drawing/dining and kitchen: 2 to 3 track aluminium/UPVC framed window, with 2 to 3 sliding panels depending upon size with clear float glass and provision for fly mesh shutter.

b) All bathrooms/powder room: Top hung/louvered with frosted glass. No flymesh shutter is being provided.

c) 2 numbers well supported MS horizontal bar across the window opening at suitable height shall be provided as safety feature. Full grill covering is not being provided

## 8. Door

a) All door frames are folded steel sections

b) Main entrance: Laminated flush door or flush door with beading or moulded skin door shutter. Provision to fix mesh door (mesh door is not provided)

c) Bedrooms, Study room, master and all other toilets: Flush door or moulded skin doors.

d) Kitchen: No door is provided

## Notes

All doors and door frames are enamel painted.

**SCHEDULE- G**

**Stage Wise Time Schedule of Completion of Said Project**

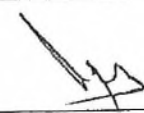
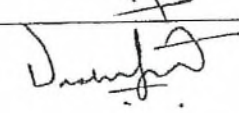
| Sr. No. | Stage                                   | Date by which the works are to be completed | Details of work to be completed                                                                                                                                                                                                                 |
|---------|-----------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | Completion of Structure of the Building | August, 2017                                | Foundation, RCC Super Structure                                                                                                                                                                                                                 |
| 2.      | Completion of development works         | December, 2018                              | Brick Work, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Aluminum Window, Electrical Wiring & fittings and testing, Internal Painting, CP & Vitreous Fittings, External Painting, Fire Fighting, Lift, Solar |
| 3.      | Obtaining Completion Certificate        | January, 2019                               |                                                                                                                                                                                                                                                 |
| 4.      | Grace Period of Six Months              | July, 2019                                  |                                                                                                                                                                                                                                                 |
| 5.      | Finishing and Handover                  | July, 2019                                  | Hand Over                                                                                                                                                                                                                                       |

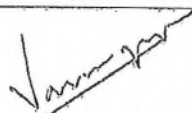
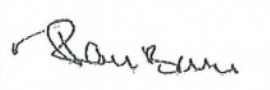
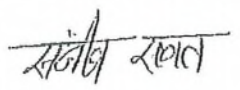
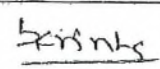
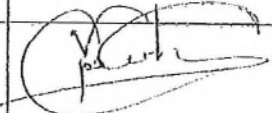
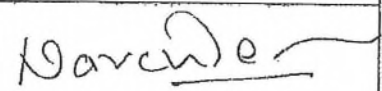
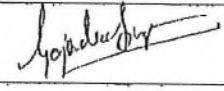
**AUTHORIZATION LETTER**

We the partners, undersigned, of M/s. Vista Housing a partnership firm, having its principal place of business at Unit No. 4 & 5, 3<sup>rd</sup> Floor, Plot No. D-2, Southern Park, Saket District Centre, Saket, New Delhi – 110 017, and branch office at 3<sup>rd</sup> Floor, Apex Mall, Lal Kothi, Tonk Road, Jaipur- 302015, Rajasthan, (hereinafter being referred to as "Firm"), do hereby, appoint, nominate and constitute all the partners and the persons named hereinbelow, severally, as our authorised signatories, in respect of sale and lease of units of project "Vrinda Gardens" being developed at Khasra no. - 3065/4531, 3066, 3067, 3070, 3071, 3072, 3072/4678, 3073, 3074, 3075, 3077, 3078, 3079, 3080, 3081, 3082, 3083/1, 3084, 3085, 3086, 3087, 3088, 3088/4511, 3089, 3121, 3122, 3123, 3124, 3125, 3126, 3126/4679, 3127, 3128, 3129, 3130 situated at Village Khonagoriyan, Tehsil Sanganer, District Jaipur, Rajasthan, and sign the related documents in the manner specified herein below:

| Document                                                                                                                                        | Person(s)                                                                                          | Manner of signing |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------|
| Allotment Letter, Agreement to sell, Tripartite Agreement, Permission to Mortgage with any Bank/ Financial Institution/ Housing Finance Company | Cdr Sanjeev Rawat (Retd), Mr. Sunil Kumar Sinha, Mr Vishnu Chauhan and Mr. Narender Singh          | Any one person    |
| Endorsement for transfer of property                                                                                                            | Cdr Sanjeev Rawat (Retd) and Mr. Sunil Kumar Sinha                                                 | Any one person    |
| Possession Certificate                                                                                                                          | Cdr Sanjeev Rawat (Retd) and Mr. Sunil Kumar Sinha                                                 | Any one person    |
| Sale Deed/ Sub lease deed                                                                                                                       | Cdr Sanjeev Rawat (Retd), Mr. Sunil Kumar Sinha, Mr. Narender Singh and Mr. Gajendra Singh Rajawat | Any one person    |
| Tripartite Maintenance Agreement                                                                                                                | Mr. Sunil Kumar Sinha and Mr. Vishnu Chauhan                                                       | Any one person    |
| Agreement to Lease for given /taken                                                                                                             | Cdr Sanjeev Rawat (Retd) and Mr. Narender Singh                                                    | Any one person    |

Specimen Signatures of the persons authorised above are as follows:-

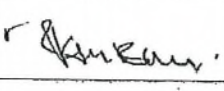
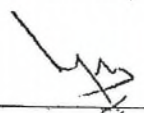
| Sl. No. | Name of Persons                      | Specimen Signatures                                                                   |
|---------|--------------------------------------|---------------------------------------------------------------------------------------|
| 1.      | Mr. N.K Gupta S/o Mr. Roodmal Gupta  |  |
| 2.      | Mr. Vishal Gupta S/o Late O.P. Gupta |  |

|    |                                                     |                                                                                     |
|----|-----------------------------------------------------|-------------------------------------------------------------------------------------|
| 3. | Mr. Varun Gupta S/o Late O.P. Gupta                 |   |
| 4. | Mr. Ram Babu Agarwal S/o Mr. Brij Mohan Agarwal     |   |
| 5. | Cdr Sanjeev Rawat (Retd) S/o Late Nathi Singh Rawat |   |
| 6. | Mr. Sunil Kumar Sinha S/o Mr. Lalita Prasad         |   |
| 7. | Mr. Vishnu Chauhan S/o Mr. Mahendra Singh Chauhan   |   |
| 8. | Mr. Narender Singh S/o Mr. Pratap Singh             |   |
| 9. | Mr. Gajendra Singh Rajawat S/o Mr. Om Singh         |  |

We further declare that all acts done by the persons authorised above, regarding aforesaid purpose, shall have expressed or implied intention to bind the firm.

IN WITNESS WHERE OF we have signed this authority letter on this 1<sup>st</sup> day of July 2016.

Signed and delivered by the

| Sl. No. | Name of the partner in full                                                           | Signature                                                                            |
|---------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1.      | MR. RAM BABU AGARWAL                                                                  |  |
| 2.      | MANGLAM BUILD DEVELOPERS LIMITED<br>(Represented through its Director Mr. N.K. Gupta) |  |
| 3.      | ASHIANA HOUSING LTD.<br>(Represented through its Director Mr. Varun Gupta)            |  |



## जयपुर विकास प्राधिकरण, जयपुर।

ज.वि.प्रा./स.स./बी.पी.सी.(बीपी)/2016/डी- 1740

दिनांक:- 29/7/2016

गैसर्स विस्टा हाउसिंग,  
जरिये अधिकृत हस्ताक्षरकर्ता,  
श्री नरेन्द्र सिंह,  
तृतीय तल, अपेक्स मॉल, लालकोटी,  
टोक रोड, जयपुर।

विषय :- खसरा नम्बर 3065/4531, 3066, 3067, 3070, 3071, 3072 3072/4678, 3073, 3074, 3075, 3077, 3078, 3079, 3080, 3081, 3082, 3083/1, 3084, 3085, 3086, 3087, 3088, 3088/4511, 3125, 3126, 3126/4679, 3127, 3128, 3129, 3130, 3089, 3121, 3122, 3123, 3124, ग्राम खो-नागोरियान, जगतपुरा, जयपुर के ग्रुप हाउसिंग भूखण्ड-1 के निर्मित व प्रस्तावित आवासीय परिसर वृन्दा गार्डन के संशोधित भवन मानचित्र अनुमोदन बाबत।

महोदय,

आपका प्रार्थना पत्र दिनांक 05.02.2016 के संदर्भ में जो प्रस्ताव खसरा नम्बर 3065/4531, 3066, 3067, 3070, 3071, 3072 3072/4678, 3073, 3074, 3075, 3077, 3078, 3079, 3080, 3081, 3082, 3083/1, 3084, 3085, 3086, 3087, 3088, 3088/4511, 3125, 3126, 3126/4679, 3127, 3128, 3129, 3130, 3089, 3121, 3122, 3123, 3124, ग्राम खो-नागोरियान, जगतपुरा, जयपुर में स्थित भूखण्ड (ग्रुप हाउसिंग भूखण्ड-1 का क्षेत्रफल 59021.73 वर्ग मी.) पर 38.85 मीटर ऊँचाई (बेसमेन्ट + स्टिल्ट + 12 मंजिल) के प्रस्तावित ग्रुप हाउसिंग भूखण्ड-1 के निर्मित व प्रस्तावित आवासीय परिसर वृन्दा गार्डन के संशोधित मानचित्र भवन मानचित्र समिति (बी.पी) की 183वीं बैठक दिनांक 30.05.2016 को प्रस्तुत किये गये थे, उनकी स्वीकृति भवन मानचित्र समिति (बी.पी) की 183वीं बैठक दिनांक 30.05.2016 के निर्णयानुसार निम्न शर्तों के साथ दी जाती है:-

1. यह भवन अनुज्ञा माह अप्रैल-2021 (दिनांक 09.05.2014 को जारी मानचित्रानुसार) तक प्रभावी है।
2. भवन निर्माण स्वीकृत मानचित्र के अनुसार ही किया जावेगा तथा किसी भी प्रकार का उल्लंघन (डेवियेशन) नहीं किया जायेगा।
3. भूखण्ड के स्वामी एवं मानचित्र तैयार करने वाले तकनीकीविज्ञ का कर्तव्य होगा कि वो यह सुनिश्चित कर ले कि स्वीकृति मानचित्र प्रचलित मास्टर प्लान/जोनल प्लान/भवन विनियमों के अनुरूप है। यदि कोई उल्लंघन प्राधिकरण की जानकारी में आया तो प्राधिकरण को भवन मानचित्रों की दी गयी अनुज्ञा रद्द करने का अधिकार होगा तथा प्राधिकरण से प्रार्थी को किसी भी प्रकार की क्षतिपूर्ति का हक नहीं होगा।
4. आप द्वारा भवन विनियम 2010 की धारा 15.2 के अनुसार भवन निर्माण प्रारम्भ करते समय एक सूचना पट्ट मौके पर लगाया जायेगा। जिसमें संबंधित आयुक्त/उपायुक्त संबंधित जोन व प्रवर्तन अधिकारी के टेलीफोन नम्बर इत्यादि अंकित किये जाने होंगे व अनुमोदित मानचित्र की सूचना व अनुमोदन की शर्तें अंकित की जायेगी। निर्माण के दौरान अनुमोदित मानचित्र की एक प्रति आवश्यक रूप से निर्माणकर्ता द्वारा मौके पर रखी जायेगी।
5. निर्माण कार्य प्रारम्भ करने से पूर्व आप अधोहस्ताक्षरकर्ता एवं उपायुक्त जोन-10ए प्राधिकरण को निर्धारित प्रपत्र में सूचना प्रस्तुत करेंगे।
6. आप द्वारा भवन विनियम 2010 की धारा 15.3 के अनुसार भवन निर्माणकर्ता द्वारा प्लिन्थ लेवल तक का निर्माण पूर्ण होने की सूचना निर्धारित प्रपत्र में आवश्यक रूप से संबंधित उपायुक्त जोन 10ए को दी जानी होगी, यदि इसकी अनुपालना भवन निर्माता द्वारा नहीं की जाती है तो जारी अनुज्ञा को वापस ले लिया जावेगा।
7. भवन विनियम 2010 की धारा 15.6 के अनुसार भवन विनियम के अपेक्षाओं के अनुरूप भवन निर्माण करने की जिम्मेदारी भवन निर्माण अनुज्ञाधारी की होगी।
8. उक्त स्वीकृति के कारण यदि जयपुर विकास प्राधिकरण को किसी न्यायालय, सक्षम अधिकारी तथा नगर भूमि (अधिकतम सीमा एवं विनियम) अधिनियम के तहत नियुक्त अधिकारी के समक्ष किसी कार्यवाही में कोई भी खर्च, नुकसान, मुआवजा देना पड़े या देने योग्य हो तो प्रार्थी उनकी इस क्षति को पूर्ण करने के लिए बाध्य होगा।
9. दरवाजे एवं खिड़कियाँ इस प्रकार लगाए जायें कि वो सड़क की ओर निकले हुए नहीं हों।
10. स्वामी प्रत्येक मंजिल के लिए स्वीकृत ग्रुप हाउसिंग ईकाई से अधिक का निर्माण नहीं करेगा।
11. ऊपर वर्णित शर्तों एवं अन्य कोई संबंधित शर्त का पालन नहीं होने पर भवन अनुज्ञा रद्द मानी जायेगी।
12. स्वामी भवन के परिसर को स्वीकृत उपयोग के अनुसार ही उपयोग में लेगा।
13. तकनीकीविज्ञ के निरीक्षण में स्वामी निर्माण कार्य करवायेगा जिसके संबंध में सूचना प्राधिकरण को पूर्व में देनी होगी। यदि तकनीकीविज्ञ को बदला जाता है तो इसकी सूचना 48 घंटे के अन्दर यथोचित प्रमाण-पत्र में प्राधिकरण को देनी होगी।
14. स्वीकृत मानचित्र को प्राप्ति दिनांक से राज्य स्तर के समाचार-पत्र में एक सप्ताह में प्रकाशित करने होंगे तथा इसकी सूचना संबंधित उपायुक्त जोन को देगा।

15. आवेदक द्वारा पार्किंग क्षेत्र की पालना भवन विनियम 2011 के विनियम 10.1.8 के अनुसार सुनिश्चित की जानी होगी।
16. भवन परिसर में ही आगुन्तकों की पार्किंग करवाई जावे तथा आगुन्तकों हेतु निःशुल्क वाहन पार्किंग का बोर्ड लगवाया जावे।
17. भवन विनियम की धारा 16.5 की अनुपालना में भवन में भूकम्परोधी प्रावधान रखा जाना सुनिश्चित किया जावे।
18. अग्निशमन दृष्टि से सक्षम अधिकारी द्वारा दिये गये अनापत्ति प्रमाण पत्र की शर्तों की पालना सुनिश्चित की जानी आवश्यक होगी तथा भवन की आवश्यकतानुसार अग्निशमन यंत्र (Fire Extinguisher) रखे जावें तथा इनको संचालित करने के लिये प्रशिक्षित व्यक्ति ऐसे भवन में हर समय उपलब्ध रहें।
19. निर्माण स्थल पर स्वीकृति का विवरण अर्थात् अनुमोदित मानचित्र, उपलब्ध पार्किंग की सूचना एवं भवन में सुरक्षा एवं निकास प्लान (Escape Plan) का नक्शा भी प्रदर्शित (Display) उपयुक्त स्थान पर प्रदर्शित किया जावे।
20. अधिवास प्रमाण पत्र भवन निर्मित होने के उपरान्त आवश्यक रूप से लिया जाना होगा।
21. भवन का उपयोग प्रारंभ होने पर एक केयर टेकर की नियुक्ति की जावे जिसके पास भवन का मानचित्र, सुरक्षा एवं निकास प्लान (Escape Plan) उपलब्ध रहें। इस प्रकार नियुक्त केयर टेकर के मोबाईल नंबर एवं Land Line Number भी लिये जाकर पुलिस आयुक्त जयपुर महानगर व अधोहस्ताक्षरकर्ता को सूचना उपलब्ध करवाई जावे ताकि किसी भी दुर्घटना की स्थिति में बचाव कार्य प्रभावी रूप से किये जा सकें।
22. भवन विनियम 2010 की धारा 17.3 की अनुपालना में "गलत तथ्यों पर प्राप्त की गई अथवा तथ्यों को छुपाकर प्राप्त की गई स्वीकृति स्वतः निरस्त मानी जायेगी एवं ऐसी निर्माण स्वीकृति प्राप्त करने के लिए आवेदनकर्ता को दोषी माना जायेगा।"
23. पर्यावरण प्रदूषण विभाग द्वारा जारी अनापत्ति प्रमाण पत्र की अनुपालना आप द्वारा सुनिश्चित की जानी होगी।
24. प्रश्नगत प्रकरण किसी भी न्यायालय में यदि लंबित है तो उसकी समस्त जिम्मेदारी आवेदक की ही होगी। यदि मानचित्र जारी होने के पश्चात यह अवगत हुआ कि किसी भी माननीय न्यायालय में प्रकरण लंबित है अथवा विपरीत निहित है तो मानचित्र स्वतः ही निरस्त समझे जावेंगे।
25. अनुमोदित भवन मानचित्रों को भवन निर्माण शुरू किये जाने के समय भवन निर्माता द्वारा एक बोर्ड पर सम्पूर्ण ब्यौरा सहित जो पठनीय हो, को ऐसे स्थल पर (मुख्य सड़क की ओर) लगाया जावे, जिससे सभी लोगों को निर्मित किये जाने वाले भवन के अनुमोदन की पूर्ण जानकारी प्राप्त हो सके।
26. भवन निर्माण के समय निर्माण सामग्री से आसपास के भवनों के निवासकर्ताओं को किसी प्रकार की असुविधा न हो, इस हेतु भवन निर्माण के दौरान चारों ओर पर्दे लगवाये जावें।

संलग्न:- मानचित्रों की प्रति का 1 सेट (19 मानचित्र)

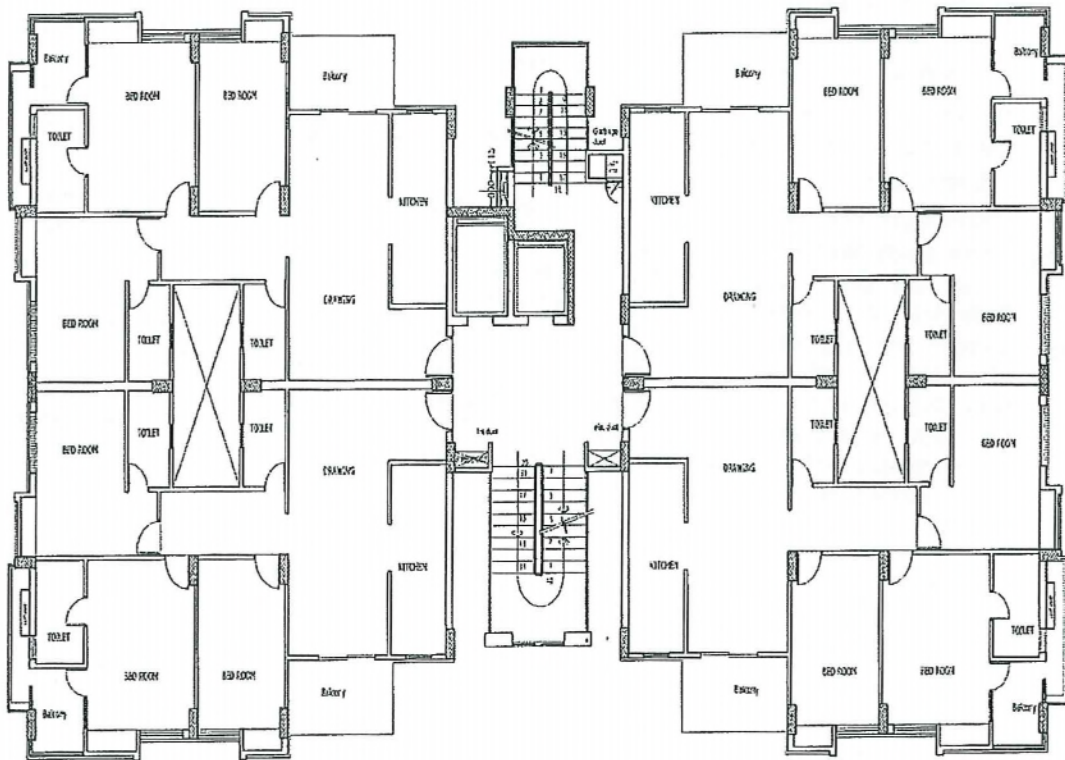
भवदीय  
(मुकेश मित्तल)  
वरिष्ठ नगर नियोजक एवं  
सदस्य सचिव  
भवन मानचित्र समिति (बी.पी.)  
जयपुर विकास प्राधिकरण, जयपुर।

प्रतिलिपि:- सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

1. मुख्य नियन्त्रक (प्रवर्तन), जयपुर विकास प्राधिकरण, जयपुर को मानचित्रों की एक प्रति (19 मानचित्र) संलग्न कर अग्रिम कार्यवाही हेतु प्रेषित है।
2. उपायुक्त, जोन-10ए, जयपुर विकास प्राधिकरण, जयपुर को मानचित्रों की एक प्रति (19 मानचित्र) संलग्न कर अग्रिम कार्यवाही हेतु प्रेषित है।
3. सहायक नगर नियोजक, जोन-10ए, जयपुर विकास प्राधिकरण, जयपुर को मानचित्रों की एक प्रति (19 मानचित्र) संलग्न कर अग्रिम कार्यवाही हेतु प्रेषित है।
4. उप नगर नियोजक-बीपीसी (बी.पी.), जयपुरा, जयपुर को मानचित्रों की एक प्रति (19 मानचित्र) संलग्न कर अग्रिम कार्यवाही हेतु प्रेषित है।
5. अध्यक्ष एवं प्रबन्ध निदेशक, राजस्थान राज्य विद्युत वितरण निगम लि0 विद्युत भवन जनपथ, जयपुर को सूचनार्थ प्रेषित है।
6. मुख्य अभियन्ता, मुख्यालय जन स्वास्थ्य अभियांत्रिकी विभाग हसनपुरा रोड, रेलवे हॉस्पिटल के पास, जयपुर को सूचनार्थ प्रेषित है।

(मुकेश मित्तल)  
वरिष्ठ नगर नियोजक एवं  
सदस्य सचिव  
भवन मानचित्र समिति (बी.पी.)  
जयपुर विकास प्राधिकरण, जयपुर।

**Annexure-IV**  
**Floor Plan for 3 BHK + 3 Toilets**



For Vista Housing  
*[Signature]*  
Authorised Signatory

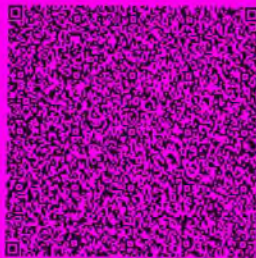


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Rajasthan

## e-Stamp

Certificate No. : IN-RJ10027094846350P  
 Certificate Issued Date : 19-May-2017 04:30 PM  
 Account Reference : SHCIL (FI)/ rjshcil01/ TONK ROAD/ RJ-JP  
 Unique Doc. Reference : SUBIN-RJRJSHCIL0114167044224275P  
 Purchased by : VISTA HOUSING  
 Description of Document : Article 4 Affidavit  
 Property Description : NA  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : VISTA HOUSING  
 Second Party : NA  
 Stamp Duty Paid By : VISTA HOUSING  
 Stamp Duty Payable : 100  
 (One Hundred only)  
 Surcharge for Infrastructure : 10  
 Development : (Ten only)  
 Surcharge for Propagation and : 10  
 Conservation of Cow : (Ten only)  
 Stamp Duty Amount(Rs.) : 120  
 (One Hundred And Twenty only)



*Handwritten signature*

ATTESTED

NOTARY PUBLIC  
GOVT. OF INDIA

1 AUG 2017

0000787102

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1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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"The contents of this certificate can be verified and authenticated world-wide by any members of the public at [www.shcilestamp.com](http://www.shcilestamp.com) or at any Authorised collection center address displayed at [www.shcilestamp.com](http://www.shcilestamp.com) free of cost."

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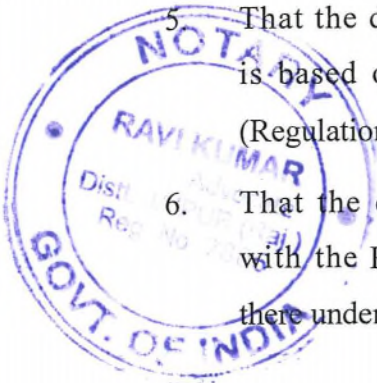
### Affidavit

I, Narender Singh son of Shri Pratap Singh, aged 39 years, resident of Flat No. 2, Virat- 20, Parmanand Nagar, Niwaru Road, Jhotwara, Jaipur, Rajasthan duly authorised by the Promoter, M/s Vista Housing, do hereby solemnly declare, undertake and state as under:

4. That we have applied for registration of our Project 'Vrinda Gardens Phase-III A' at Jaipur, under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

5. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

6. That the draft Agreement to Sell is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.



  
Deponent

### **Verification**

I, Narender Singh son of Shri Pratap Singh, aged 39 years, resident of Flat No. 2, Virat- 20, Parmanand Nagar, Niwaru Road, Jhotwara, Jaipur, Rajasthan do hereby verify that the contents in Para No. 1 to 3 of my above affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this 31<sup>st</sup> day of July, 2017.

ATTESTED

  
NOTARY PUBLIC  
GOVT. OF INDIA  
Distt. JAIPUR (Raj.)

  
Deponent

21 AUG 2017

