



सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

Certificate No.	: IN-RJ41865188902827T
Certificate Issued Date	: 23-Feb-2021 07:07 PM
Account Reference	: NONACC (SV)/ rj3145204/ JAIPUR/ RJ-JP
Unique Doc. Reference	: SUBIN-RJRJ314520474586652806462T
Purchased by	: TARUCHAYA COLONIZERS PRIVATE LIMITED
Description of Document	: Article 4 Affidavit
Property Description	: ADDRESS : D-701, SOMDUTT LANDMARK, HAWA SADAK, JAIPUR
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TARUCHAYA COLONIZERS PRIVATE LIMITED
Second Party	: NA
Stamp Duty Paid By	: TARUCHAYA COLONIZERS PRIVATE LIMITED
Stamp Duty Payable (Rs.)	: 50 (Fifty only)
Surcharge for Infrastructure Development (Rs.)	: 5 (Five only)
Surcharge for Propagation and Conservation of Cow (Rs.)	: 10 (Ten only)
Stamp Duty Amount(Rs.)	: 65 (Sixty Five only)



Abundant

Pawan Rajan

Vijay

ATTESTED

NOTARY PUBLIC
JAIPUR, INDIA

RS 0003759857

Statutory Alert:

The authenticity of this Stamp certificate should be verified at www.stonestamp.com or using e-Stamp Mobile App of Stone. Verify it in the details on the certificate and an available on the website / Mobile App senders it in.

21 MAR 2021

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Declaration Regarding Agreement for sale



We, (i) **PANKAJ G KHANDELWAL** Son of Goverdhan Bhavwar Khandelwal aged about 48 years R/o B-2002, Gokul Concorde off Western Express Highway, Kandivali East Mumbai, Maharashtra-400101, (ii) **PAWAN KUMAR BIYANI** Son of Sitaram Biyani aged 59 years R/o 164/C/8, Prince Anwar Shah Road, Lake Gardens, Kolkata, West Bengal-700045, (iii) **VINAY TAMBHI** Son of Avadh Behari Tambi aged 48 years R/o D-701, Somdatts Landmark, Hawa Sadak, Civil lines, Jaipur, Rajasthan-302006 duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Agreement for Sale/Builder buyer agreement of our Project "**VILASA UMANG**" is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rule, 2017 in that case provision of Act & Rules Shall prevail.
4. That if any contradiction arises in the future **TARUCHAYA COLONIZERS PRIVATE LIMITED** the Deponent will be Responsible for it.

For **TARUCHAYA COLONIZERS PRIVATE LIMITED**

For Taruchaya Colonizers Pvt. Ltd.

Pawan Biyani
Director

For Taruchaya Colonizers Pvt. Ltd.

[Signature]
Director
Authorised Signatory

ATTESTED

NOTARY PUBLIC
JAIPUR (INDIA)

1 MAR 2021

Please affix Color
photograph of
Allottee/ First
Allottee with
signature
Across the
photograph



AGREEMENT TO SELL

This AGREEMENT TO SELL (hereinafter referred to as "AGREEMENT" (this "AGREEMENT", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at JAIPUR on this ____ day of _____, (year) between:

1. PARTIES TO THIS AGREEMENT:

- 1.1 M/s Taruchaya Colonizers Private Limited (previously known as M/s Taruchaya Colonizers LLP), a company converted from LLP in accordance with Section 366 to 374 and other applicable provisions of the Companies Act 2013 and having its registered office at at D-701, Diamond Tower, Plot No. 4 & 5, Somdatt Landmark, Hawa Sadak, Civil Lines, Jaipur 302006, through its authorised signatory duly authorised in this behalf vide resolution dated.....by this COMPANY (hereinafter referred to as "**THE PROMOTER**" or "**THE DEVELOPER**" or "**THE SELLER**"), [which expression shall unless repugnant to the context or meaning thereof be deemed to include the said COMPANY and its successor(s) and permitted assign(s)], of the First Part

AND

- 1.2 By the person(s) named in *Schedule-A* hereof (collectively, the "Buyer"/ "Purchaser/ Allottee", which expression shall, unless it be repugnant to the subject or context thereof, include her/his/its/their successors, surviving partners, permitted assigns, each of their heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable)

(Hereinafter the *Seller* and the *Allottee(s)* shall collectively be referred to as "**Parties**" and individually as "**Party**" as the context may requires)

2. IN THIS AGREEMENT unless it is contrary or repugnant to the context:

- 2.1. "Act" means the Real Estate (Regulation and Development) Act, 2016;
- 2.2. "Advertisement" means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.

- 2.3. "Unit/ Apartment" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms on enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any

(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified and as described in Schedule-D of this Agreement.

- 2.4. "Building/Complex" shall mean the multi-storied building developed as described in Schedule -C hereunder.
- 2.5. "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;
- 2.6. "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);
- 2.7. "Common purposes" shall mean and include the purposes of maintaining and managing the Complex and in particular the common area/common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the allottees inter-se relating to building/complex and the common use and enjoyment thereof.
- 2.8. "Common Parts / Common spaces/Common area/Common facilities" shall mean and include such area occupied by the building/complex which is for common use of all occupants and includes the facilities as well as the common areas like area occupied by lift, lobbies, staircase, entrance, water tanks, electrical transformer and panel, guard room, common toilets, generator room etc. and all spaces meant for common use of the occupants of building/complex and the equipments/facilities provided and/or reserved for the common use and the enjoyment in the building/complex more particularly described in Schedule H.
- 2.9. "Common expenses" shall mean the expenses for common purposes including those mentioned in Schedule - I attached hereto.
- 2.10. "Completion Certificate" means the completion certificate, or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 2.11. "Composite Project" shall mean the entire project consisting of several units comprising of the combination of one or more of various kind of units such as Flats, Commercial spaces along with common parts/ common spaces/ common area therein being constructed/ developed on the land admeasuring around 1250 Square meter at Plot No. 598, Block D, SEZ (Settlement Scheme), Village- Tilawas, Tehsil- Sanganer, Jaipur-302033, State - Rajasthan for residential use and named as "Vilasa Umang"
- 2.12. "Flat Category", shall mean the Flats having under-mentioned Bed Rooms as under:-

- Type A- 1 Bed Room Hall Kitchen. (EWS)
- Type B- 2Bed Room Hall Kitchen. (LIG)

For **Tafuehaya Colonizers Pvt. Ltd.**

Director
(Seller)

(Buyer)

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"Force Majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

- 2.13 "Interest" means the interest payable at the rate specified in Rule 17 of the rules;
- 2.14 "Local Authority" means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- 2.15 "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of Section 11 of the Act.
- 2.16 "Maintenance Agreement" means a tripartite agreement made by and between the Seller, Maintenance Agency and the Purchaser which shall be executed between the parties within 3 months from the date of execution of sale deed for the maintenance and upkeep of the Project by the Maintenance Agency.
- 2.17 "Occupancy Certificate" means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- 2.18 "Para" means a Para of this Agreement.
- 2.19 "Project Land" shall mean such independent plot admeasuring 1250 Square meter bearing No. 598, Block D, SEZ (Settlement Scheme), Village- Tilawas, Tehsil-Sanganer, Jaipur-302033, State - Rajasthan situated in the composite project, more particularly described in Schedule - "B" hereunder written.
- 2.20 "Proportionate Share" with reference to common expenses means that proportion of the common expenses which is payable by the buyer for the maintenance of the Building.
- 2.21 "Purchaser" shall means and include:
- 2.21.1 If the Purchaser be an individual then his/her heirs, executors, administrators, legal representatives, successors and permitted assigns;
- 2.21.2 If the Purchaser be a Hindu Undivided Family, then its Karta member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representative and assigns;
- 2.21.3 In case the Purchaser be a partnership firm, then its partners for the time being in force, their respective heirs and executors, administrators, legal representative and assigns;
- 2.21.4 In case the Purchaser be a limited company, then its successor or successors-in-interest and assigns;
- 2.22 "Real Estate Agent" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment of building, as the case may be, or any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middleman by whatever name called.
- 2.23 "Regulation" means the Regulations made under the Act.
- 2.24 "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017

for Tarunaya Colonies Pvt. Ltd.


(Seller)

Director

(Buyer)

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- 2.25 "Service Company" shall mean a company duly registered and incorporated under the provisions of the Companies Act, 1956 or LLP or any other authorized agency for the maintenance of common area and common things of the building/complex and keeping the account of common expenses of the building/complex.
- 2.26 "Singular" shall include the plural and vice versa.
- 2.27 The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No. 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.
- 2.28 **UNDIVIDED PROPORTIONATE SHARE** shall mean and include the proportionate share, right and interest in the Scheduled Property corresponding to the Unit agreed to be bought by the Allottee where the proportion is to be determined by comparing Carpet area of Unit with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Unit.
- 2.29 **WHEREVER** any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, the portion of the amount payable by the Allottee shall be in proportion to the carpet area of the Allottees' respective Unit and the said proportionate area shall include the proportionate areas of the total common area constructed and completed in the Project.
3. **WHEREAS:**
- 3.1 The lease deed of land of 1250 sq. mtrs. situated at Plot No. 598, Block D, SEZ (Settlement Scheme), Village- Tilawas, Tehsil- Sanganer, Jaipur-302033, State - Rajasthan has been issued in favour of Mrs. Indra Sarma w/o Shri Satyanarayan Sharma on 23.10.2012 and has been duly registered in the office of Sub Registrar-VII, Jaipur on 30.10.2012 as Serial No. 2012400005401.
- 3.2 Thereafter aforesaid land has been transferred in favour of Mr. Kishore Kumar Agarwal karta of Kishore Kumar Agarwal HUF and has been duly registered in the office of Sub Registrar -VII, Jaipur on 13.03.2013 at Book No. 1, Zild No. 198, Page No. 17 and Serial No. 2013400003059.
- 3.3 After that Mr. Kishore Kumar Agarwal karta of Kishore Kumar Agarwal HUF transferred the aforesaid land to Smt. Anushri Soni D/o Shri Satya Narayan Sharma through registered sale deed in the office of Sub Registrar-V, Jaipur on 19.08.2016 as serial No. 201603019106552.
- 3.4 M/S Taruchaya Colonizers LLP has purchased the land of 1250 sq. mtrs. situated at Plot No. 598, Block D, SEZ (Settlement Scheme), Village- Tilawas, Tehsil- Sanganer, Jaipur-302033, State - Rajasthan through registered sale deed which has executed on 17-08-2016 by Smt. Anushri Soni D/o Shri Shailendra Kumar Soni and the same has duly registered in the office of Sub-Registrar -V, Jaipur on 19-08-2016 as Book No. 1, Volume No. 929 at Page No. 150, Serial No. 201603019106552 and the copy of deed filed in Additional Book No. 1, Volume no. 3715, in Pages 440 to 457.
- 3.5 That aforesaid land has been transferred By the Jaipur Development Authority in the name of M/S Taruchaya Colonizers LLP vide letter no. F (I.D.94)/J.D.A./UPA/Zone-11/SEZ/2016/D-800 DATED 15-09-2016.
- 3.6 Thereafter, the Jaipur Development Authority vide letter dated 27-07-2017 bearing Letter no. J.D.A./UPA/Zone-11/2017/D-2157 raised demand for approval of the Project sitemap, which was duly approved. The necessary scheme for Composite Project comprising of the combination of one or more of various types of Units



(Seller) **Director**

(Buyer)

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being Flats, land appurtenant thereto and Common Area for the common facility upon the Project Land was sanctioned by the Jaipur Development Authority on 27-07-2017.

- 3.7 Meanwhile, M/s Taruchaya Colonizers LLP having registration No. AAC-9435 is being converted into a Company bearing Name M/s Taruchaya Colonizers Private Limited CIN: U70109RJ2020PTC071063 on 16/09/2020 in accordance with the provisions of Section 366 to 374 and other applicable provisions of Companies Act, 2013
- 3.8 The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the Project is to be developed have been completed.
- 3.9 The Developer has availed a mortgage Loan Against Property for an amount of Rs. 20 Crores from Indiabulls Housing Finance Limited
- 3.10 The Seller/Developer is entitled to develop Units upon the Project Land and to sell the Units in the Composite Project.
- 3.11 The Composite Project shall be known as "Vilasa Umang" (hereinafter referred to as the Composite Project), after getting necessary permissions/ approvals from the concerned competent authorities.
- 3.12 The Project has been registered with the Real Estate Regulatory Authority on _____ and the Project Registration Certificate No. is _____. This registration is valid for a period commencing from _____ and ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website _____ of the Authority.
- 3.13 The Layout plan/ site plan of the project for 15 meters height (Ground + 4 Floors) was approved by the Jaipur Development Authority vide letter no. J.D.A./UPA/Zone-11/2017/D-2157 dated 27/07/2017. Copy of the approved site plan of the project is enclosed at Annexure 1.
- 3.14 That the Allottee understands that the Seller is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Seller in respect of it.
- 3.15 The Allottee acknowledges that Seller has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Unit and has not relied upon and is not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Project/Said Unit. The Allottee is also aware of the infrastructure status of the area, risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular and is entering into this transaction after full understanding of all the factors, terms and conditions of this Agreement.
- 3.16 The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc, as provided under clause (c) of sub section (2) of Section 4 is enclosed at Annexure 2.



Taruchaya Colonizers Pvt. Ltd.

Director

(Seller)

(Buyer)

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- 3.17 The details of salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements at site for disposal and treatment of storm and sewage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project is enclosed at Annexure 3.
- 3.18 The details of other external development work to be taken for the Project is enclosed at Annexure 4.
- 3.19 The details of specifications of material used in construction/ development is enclosed at Annexure 5.
- 3.20 The Seller is/ shall be entering into agreements with other persons for sale, lease, etc. of the Units forming part of the Developer's Allocation in the said Composite Project.
- 3.21 The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/ external development works is enclosed at Annexure 6.
- 3.22 Fire NOC from the competent authority is not applicable for this project.
- 3.23 NOC for The Airport Authority of India has been received vide letter dated 10.02.2017.
- 3.24 NOC for Environmental Clearance from the concerned department is not applicable for this project.
- 3.25 The Promoter has opened a separate account in Civil Lines Branch of Axis Bank Limited bearing no. 921020000878997 for the purposes as provided under sub section (D) of Clause (I) of Sub section (2) of Section 4.
- 3.26 The Buyer has taken the inspection and satisfied himself of title documents of the Project Land and the approved plans in respect of the Project Land and has no objection whatsoever regarding the other floors being approved for residential purposes, and has also satisfied himself and after going through the plans and specifications of the Project and common areas/facilities to be built, applied/requested for provisional allotment along with proportionate right in respect of the common area for the purpose of securing the beneficial enjoyment of the said Unit as and when it is constructed on the Terms & Conditions as settled hereinafter. The Allottee(s) therefore agrees that there shall be no more investigation or objection by them in this respect.
- 3.27 The buyer has requested the seller for purchasing and allotting a Unit being residential space, more specifically described in *Schedule D*, for the purpose of securing the beneficial enjoyment of the said unit as and when it is constructed on Terms & Conditions as settled thereafter. The Unit shall be termed as *Demised Premises*.
- 3.28 The seller has accepted the request of the buyer and has earmarked the Demised Premise being located on the project land of the Composite Project, fully describe in the *Schedule D* of this Agreement subject to the terms & Conditions hereinafter appearing for the purpose of the securing the beneficial enjoyment of the Unit and other Common Areas of the Composite Project along with all other such Buyers/Occupants of the Composite Project.
- 3.29 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.
- 3.30 The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in



For Tarachaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- 3.31 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 TO SELL WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

1. **SUBJECT MATTER:** The Seller hereby agrees to allot and the Allottee(s) agrees to get allotted the Unit/ Demised Premises more particularly described in **Schedule-D** in the Project known as "**Vilasa Umang**" comprising of residential Units, along with undivided proportionate right of using Common Area/facilities such as use of common passage, common parking, landscapes, gardens, , internal roads, , staircase, lift, water and electrical arrangement etc (hereinafter referred to as the ("**Demised Premises**") as detailed below and upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto for agreed "**Total Sale Consideration**" based on the carpet area as detailed and set out in **Schedule E**.
- 1.1 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:
Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee
- 1.2 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (1) above 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 the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 1.3 The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.
- 1.4 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 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 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 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.

For Tarachaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

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- 1.5 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.
- 1.6 The Promoter shall confirm to the final carpet areas that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate has been granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed between the parties.
- 1.7 The Promoter represents to the Allottee(s) that the Allottee(s) shall be required to contribute amount of as per Government Demand and Other Expenses 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.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Demised Premises along with garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
2. **ADVANCE PAYMENT:** That the Allottee has paid a sum as mentioned in **Schedule F** to the Seller in the manner mentioned therein as advance against booking, the receipt of which, the Seller do hereby acknowledge.
3. **BALANCE PAYMENT:** The Allottee do hereby agrees to pay the remaining Total Consideration to the Seller which shall be payable in instalments in the manner as provided in **Schedule G**. The Seller and the Allottee hereby agree that the amount paid to the extent of not being more than 10% of the total cost of the Unit as provided in sub- section (1) of section 13 shall be treated as the "Earnest Money".
4. That the Allottee shall make all payments through A/C Payee Cheque(s)/ Demand Draft(s) in the name of "TARUCHAYA COLONIZERS PRIVATE LIMITED". The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Seller. That the timely payment of instalments, as stated hereinabove and the amount of applicable GST, stamp duty, registration fee, maintenance and other charges/amounts payable under this Agreement by the Allottee shall be the essence of this Agreement. As and when any instalment becomes due the Seller shall once inform the Allottee and it shall not be obligatory on the part of the Seller to send any further demand notices / reminders regarding

For Taruchaya Colonizers Pvt. Ltd.


(Seller) **Director**

(Buyer)

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the payments to be made by the Allottee as per the Instalment Plan specified hereinabove.

5. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Demised Premises, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.
6. **LATE PAYMENT:** That in case the Allottee fails to pay the amount of consideration by the respective due dates, the same shall attract interest which shall be computed as per the rates prescribed under the Rules and the Act and shall be compounded at the time of every succeeding instalment on the overdue instalments. Further, acceptance of any payment without interest shall not be deemed to have waived the right of Seller of charging such interest or the other rights mentioned in this Agreement.
7. **RIGHT TO CANCEL & FORFEIT:** That if the delay in payment by the Allottee exceeds 2 consecutive instalments, the Seller shall have the right of cancelling the booking & this Agreement to Sell. In case of such cancellation the Seller shall be entitled to forfeit the Earnest money along-with interest on delayed payments and also amount of any taxes/duties including GST out of the amounts paid by the Allottee. The Seller shall refund the balance amount without any interest to the Allottee. The refund shall be given within 45 days from the date of issuance of the notice of cancellation and amount will be paid by "ACCOUNT PAYEE CHEQUE" only at the last known address of the applicant by Registered post or cheque will be handed over only to applicant personally or his representative. Upon such cancellation the Allottee shall not have any lien, right, title, interest, or claim in respect of the Demised Premises and the Seller shall be entitled to sell the Demised Premises to any other person or otherwise deal with the Demised Premises. Further in case the buyer / Purchaser has obtained any financial assistance on the Demised Premises then under such circumstances, the Seller shall have an option to refund the amount of instalments as received from the Buyer/ Allottee to the Banker / Financial Institution, as the case may be and the Buyer /Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable by the Bank/ Financial Institution etc. Under any circumstances the lien, charge etc. in favour of the Bank /Financial Institution shall not be complete without full payment of consideration and other Charges.
8. Without prejudice to the Seller's aforesaid right, the Seller may at its sole discretion opt to not to cancel the booking and this Agreement to Sell and to charge interest as prescribed under the Rules and the Act for the period.
9. Any cancellation of booking by the Allottee is subject to deduction of cancellation charges @ 10% of the Total Sale Consideration plus interest accrued on the delayed payment and the amount of any taxes/duties including Goods and Service tax due to be paid by the Allottee, if any, by the Seller.
10. **ADDITIONS & ALTERATIONS:** It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'H' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Demised Premises without the previous written consent of the Allottee(s) as per the provisions of the Act: 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 the Act.
- a. **CONFIRMATION OF FINAL CARPET AREA:** 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 shall be recalculated



For **Tafubhaya Colonizers Pvt. Ltd.**

Director

(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

upon confirmation by the Promoter. If there is reduction in the Carpet 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 in total, which is not more than three percent of the Carpet 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. Further carpet area shall be measured from brick to brick.

11. **OWNERSHIP RIGHT:** Subject to provisions of this agreement, 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:

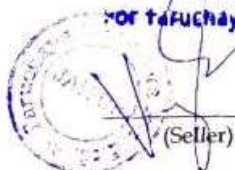
- (i) The Allottee(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Said Project. Since the share/ interest of Allottee(s) in the common areas of the Said Project is indivisible and cannot be divided 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 Said Project to the Owner's Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) 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, mis-happening etc. caused to/with Allottee(s) and his/her accompanying persons while visiting the Site. Further, the Promoter strictly prohibits the visit of children at construction site.
- (iv) 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.
- (v) 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.

12. **LOAN FACILITY:** That in case the Buyer (allottee) wants to avail a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the seller shall facilitate the process subject to the following -

- i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Buyer (allottee) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Buyer. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or seller, as per the payment schedule, shall be ensured by the Buyer (allottee), failing which, the delay payment clauses shall be applicable.

13. **TAXES & LEVIES:** That in addition to the Total Sale Consideration of the Demised Premises and additional Charges as illustrated in Schedule, the Allottee shall bear

for **TAFUCHAYA Colonizers Pvt. Ltd.**



(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

all taxes, levies or assessments including one time lease money which shall be leviable in future on the Project Land and the Project as the case may be, falling due after the execution of this agreement. The Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges, Goods & Service tax and other incidental outgoings in relation to the sale of Demised Premises and for execution and registration of Sale Deed or for transfer or Conveyance in relation to the Demised Premises.

14. **TENURE:** That the Seller shall complete the construction of the Unit by 31/12/2022 with a grace period of 1 year. The Promoter agrees and understands that timely delivery of possession of the Demised premises to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Demised Premises along with ready and complete common areas with all specifications, amenities and facilities of the Project in place before 31/12/2022, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (Force Majeure). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Demised Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed 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.
15. **CONSTRUCTION OF THE SAID PROJECT:** 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 the Rules and regulations prescribed and in terms of this agreement, and breach of this term by the Promoter shall constitute a material breach of this Agreement.
16. **POSSESSION OF THE DEMISED PREMISES:**
- 16.1 **Schedule for possession of the said Apartment of Plot -** The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/12/2022 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the

For Faruchaya Colonizers Pvt. Ltd.


(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed 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.

- 16.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. 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. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 16.3 **Failure of Allottee to take possession of Apartment/ Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 16.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:
Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 16.5 **Cancellation by Allottee-** the Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.
- 16.6 **Compensation -** The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the

For T. N. S. Colonizers Pvt. Ltd.
(Seller)
Director

(Buyer)

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terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

17. **DISCLOSURE:** That the Allottee has entered into this Agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Seller, title documents of the Owner, Patta of the Project Land, lease deeds and arrangements, entered into by the Owner/Seller with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to the Project Land /Project/Demised Premises, including terms and conditions of the undertaking given by the Seller/Owner to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Government may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, lease deeds, sale deeds, undertakings, conditions etc. The Allottee shall not be entitled to make any claims against the Seller in respect of the construction work after taking the possession of the Demised Premises.
18. That so long as each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, such apportionment shall be made by the Seller or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Seller such proportionate amount of tax as demanded by the Seller. The Allottee shall comply with and abide by all the Rules, Laws, Regulations, Demands etc of any local and/or Government Authority. In case of any delayed payment, prescribed interest shall be levied on such due amount.
19. That in the event of any amount being payable by the Seller by way of any statutory tax or levy to any competent authority in respect of such portions of the Project and/or the Building which shall continue to be owned and possessed by the Seller for the common benefit of all the Allottees of the different Units of the Project and/or the building, then all such taxes and levies on such portions of the Project and/or the Building, as the case may be, shall be divided amongst all the Allottees in the ratio of their respective carpet areas of the Units held by them. The Allottee(s) shall reimburse the Seller regarding such statutory taxes or levies in proportion of the carpet area of the Unit purchased by it. In case of any delayed payment, prescribed interest shall be levied on such amount as per the Act and the Rules made thereunder.
20. **RIGHT TO USE:** That, save and except the ownership rights in respect of the unit and the right to use and enjoyment of Common Areas/facilities like lift, corridor and the right of ingress and egress over or in respect of any of the Common Areas, such as lobbies, staircases, corridors etc. or any part thereof, the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever in the Project and/or the building which shall always remain the absolute property of the Seller until the Seller specifically transfer or assign any/all such right(s) or title to any Society etc.
21. That, the right to use and occupy the unit by the Allottee shall be in accordance with and subject to and subordinate in all respects to the legal provisions and the



For Faruchaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

bye-laws of the State of Rajasthan and to such other regulations as the Seller may from time to time promulgate including terms and conditions of the Lease Deed issued by Jaipur Development Authority. The Allottee shall have undivided proportionate right in the scheduled land, subject to terms and conditions of this agreement & terms and conditions of the Booking form which shall be treated as part of the agreement.

22. **ALLOTTEE LIABILITY:** 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) in proportion to the Carpet Area of Unit. 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.
23. **ALLOTTEE AT DEFAULT:** 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 24 (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, 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, 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).
24. The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 23 above shall be as follows:
- (i) Upon occurrence of event of default mentioned in Clause 23(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

For **Jaipur Housing Colonizers Pvt. Ltd.**



(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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 23(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 23(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 23 (ii); Further in case of event of default under Clause 23(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 23 (i) and (b) recover maintenance charges from the deemed date of possession; (c) recover holding/ safeguarding charges @ 15000/- per month on the Total Price of the Unit; (d) taxes mentioned in above Clause(s); (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 23(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.

25 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 25(i) and/or 25 (iii), if applicable;

26 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/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.



Farukhaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 27 That the Seller alone shall be entitled to obtain any refund of the security amounts deposited by it during the construction of the Project and/or the Building.
- 28 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee(s) as follows:
- 28.1 The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 28.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 28.3 **FUNDING:** The Allottee hereby authorizes and permits the Seller to 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 Project Land/ Project/ Demised Premises subject to the condition that the Demised Premises shall be free from all encumbrances at the time of execution of conveyance deed. The Seller/Financial Institution/Bank shall always have the first charge on the Demised Premises for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Seller for the purpose of the construction of the said Project/Complex;
- 28.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- 28.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- 28.6 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;
- 28.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 28.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- 28.9 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 to the Maintenance Society;
- 28.10 No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- 28.11 The Developable 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 Developable Land.
- 29 **TRANSFER OR ASSIGNMENT CHARGES:** That if the Allottee wishes to assign the provisional allotment of the Demised Premises in favour of another person, the assignment will be allowed only after payment of transfer fee @ Rs. 200/- per square feet on Carpet Area, by the Allottee to the Seller.
- 30 That if the Allottee wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of applicable transfer fee. Such Transfer will be done only after 50 % payment of Total Sale Consideration.
- 31 That the Allottee undertakes not to sub-divide or merge the Demised Premises.

For Tarachaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 32 In case the Allottee transfers, mortgages, leases, let out or assigns the interest in, the Demised Premises, it shall give prior written notice of 30 days to the Seller and such transfer, mortgage, assignment and lease shall be subject to the condition that the subsequent Allottee, transferee, assignee, mortgagee, lessee or tenant of the Allottee shall be bound and liable to observe, perform and to carry out all the terms, conditions and obligations to be observed and performed under this Agreement and the sale deed on the part of the Allottee. However, the Allottee can exercise this right only if any dues of whatsoever nature owing to the Seller / Society or payable hereunder are fully paid up and a No Objection Certificate is obtained from Seller / Society and only if the Allottee has not been guilty of breach of or noncompliance with any of the terms and conditions of this Agreement. The Seller / Society or their nominee(s) shall be entitled to enforce all terms and conditions of this Agreement/sale deed against any person/entity who has been inducted in the Demised Premises hereby allotted to the Allottee, irrespective of the fact whether such entry in the Demised Premises is permissive or hostile.
- 33 **CONVEYANCE DEED :** The Seller shall prepare and execute along with the Allottee(s) conveyance deed to convey the title of the Demised Premises in favour of the Allottee within three months from the date of issuance of the occupancy certificate and the completion certificate but only after receiving full payment of the total consideration of the Demised Premises allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed instalments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Seller from time to time prior to the execution of the conveyance deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorize the Seller to withhold the registration of the conveyance deed in his/her favour till full and final settlement of all dues to the Seller is made by the Allottee and agrees to bear the consequences of such delay.
- 34 **STAMP DUTY AND REGISTRATION:** That the Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to this Agreement to Sell, the sale of Demised Premises and for execution and registration of sale deed and/or for transfer or Conveyance in relation to the Demised Premises. In the event of any amount being payable by the Seller by way of any statutory tax, levy and one time lease money to any competent authority in respect of the entire Scheduled Property then all such taxes, levies and one time lease money shall be divided amongst all the allottees/purchasers in the ratio of their respective carpet areas of the units held by them. The Allottee shall reimburse the Seller regarding such statutory taxes or levies in proportion of the carpet area of the Demised Premises agreed to be purchased by it, within a month of such payment by the Seller. The Allottee shall be liable to pay interest as per the Act and the Rules made thereunder in case of any delay in making such payment by the Allottee(s).
- 35 **INDEMNIFICATION:** That the Allottee hereby indemnifies and agrees to keep the Seller and its affiliates/nominees indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Allottee in respect of the Demised Premises from the date of possession.
- 36 **DEFECT LIABILITY :** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects

for Laruchaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

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without further charge, within thirty 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.

- 37 **BINDING EFFECT :** 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 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 serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
- 38 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
- 39 **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.
- 40 That if the Allottee intends to carry out the interior adaptations and interior works in the Demised Premises and seeks permission thereof, the Seller may permit the same subject to the following conditions:
- Further payments due under the Agreement towards security deposit, maintenance charges, etc., are regularly and punctually paid and if any amount payable is in arrears and remains unpaid for a period of thirty (30) days or more after the same has been due or if the Allottee omits to perform and observe any covenant or condition to be performed and observed on the part of the Allottee and continues to do so for a period of thirty (30) days, the Seller shall have the right to cause the Allottee to specifically perform its obligations under this Agreement and/or to claim damages from the Allottee. Such rights of the Seller shall be without prejudice to the other rights/remedies available to the Seller under this Agreement or under the applicable laws.
 - The work of interior adaptation undertaken by the Allottee shall not obstruct or affect the construction of the Project or the interior work being done by any other allottees of the Project or cause any nuisance of any kind, which may be objectionable to the Seller, or any other allottees of Units and area(s) in the Project. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Seller / Society, the Seller / Society shall have the right to cancel the permission forthwith.
 - The Allottee shall ensure complete safety of material and the equipment kept in the Demised Premises, to be used or useable in the interior works undertaken by the Allottee and the Seller/Society shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Seller/Society shall not be liable for any accident or injury caused or occasioned to

For TAFUCHAYA Colonizers Pvt. Ltd.



(Seller)

Director

(Buyer)

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any employee or workman engaged by the Allottee for doing the interiors in the Demised Premises or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself/themselves. The Allottee shall indemnify and keep the Seller/Society harmless against all such claims or liabilities.

- d. That Allottee shall be permitted to carry out interior works at his/her own cost but without damaging the main structure of the Demised Premises as well as false ceiling/ sprinkler system/ smoke detectors provided inside the Demised Premises, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that the Allottee shall not be permitted to change the location of the toilets drainage and fresh water lines. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax, etc., would be the allotted responsibility of the Allottee.
- e. The Allottee shall comply with all directions/requirements, as stipulated by the Seller /Society or its authorized staff while carrying out the interiors in the Demised Premises.
- f. The Allottee shall not damage or cause any harm to the structures in the Demised Premises or any part thereof in the process of carrying out the interiors and in case of any such damage, the Allottee shall be liable to compensate the Seller /Society.

41 That, the Allottee has agreed and understood:

- a. **COMMON AREAS:** The Seller shall handover the ownership over the common areas and amenities to the Maintenance Society upon its constitution and will make available the same for the usage to the Allottee in the manner prescribed in this agreement. All the equipments and common utilities installed or placed in Common Areas, shall be the exclusive property of the Maintenance Society. It is clearly understood by the Allottee that the equipment and common utilities installed or placed in common areas does not envisage any sale or ownership of the equipment/ utilities to the Allottee. The rights to use the Common Area, common amenities, facilities and services is conditional provided the Allottee, their occupants including contractors, invitees, licensees, employees and agents exercise such right in accordance with the provisions of the Bye-laws provided. In an applicant/ buyer transfers or sells his/ her/ their unit, this membership will be transferred to the new owner/ buyer without any further charges.
- b. **SIGNAGE:** The Seller shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Building/Complex, and common area and use such open, free space for brand promotion etc. The Allottee shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within and/or outside the Building/Complex.

42 That the Allottee has agreed and understood that:

- a. **USE:** That the said ownership rights in the unit have been sold to the Allottee only for the specified purpose of being used as residential (for residence purposes) (as specified) unit subject to the specific condition that the Allottee shall have no right to use the unit for the workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit have been sold to him. In the case of violation of this condition the Seller shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Seller's right to claim damages from the Allottee and the right to take such other action or seek

For Tarachaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

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such other legal remedy as the Seller may decide for restraining the Allottee from making a use prohibited by this Agreement.

- b. **NUISANCE** : The Allottee shall not use the unit for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other Units in the Building/Complex or the owners or occupiers of neighbouring properties or to crowd the lifts.
- c. The Allottee hereby agrees not to do or suffer anything to be done in or about the unit which may tend to cause damages to any flooring or ceiling or any space over or adjacent to the Apartment/unit or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use. The Allottee also agrees not to deface the premises by any means.
- d. The Allottee shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the Building/Complex or any part thereof. The Allottee hereby indemnifies the Seller against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible.
- e. The Allottee shall not any time demolish the main structure of the unit or any part thereof nor at any time make or cause to be made any additions of whatever nature to the unit or any part thereof.
- f. The Allottee(s) shall not be permitted to close/cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party.
- g. The Allottee shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, lounges or any external wall or both the faces of external doors and windows of the space acquired by him, which in the opinion of Seller differ from the colour scheme of the building. The Allottee shall have no right to make any new windows or opening or the right to make any changes in the doors, walls, windows, shutters and ventilators as may be provided in the Apartment/unit without the written consent of Seller.
- h. **SIGNBOARD** : Neither the Allottee nor the occupier of the unit will put up any name or signboard, publicity or advertisement material, outside the unit or anywhere in the common areas other than at the place designated/earmarked for the same by the Seller.
- i. The Allottee shall not decorate the exterior of the unit otherwise than in the manner agreed to by the Seller or in the manner as similar as may be in which the same was previously decorated.
- j. The Allottee hereby agrees that he shall have no right to put or fix or store or erect any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common place or space owned by the Seller and the Seller shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the risk and responsibility of the Allottee. The Allottee shall be entitled to claim return of such goods, materials, packages or things from the Seller only on payment of removal/storage charges as may be decided by the Seller provided that such goods are claimed within reasonable period and after the expiry of a reasonable period, the Seller shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Seller in respect of such goods.
- k. The Allottee agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex. The Allottee shall not install any machinery, which may create sound or noise, which may in any manner cause damage or harm to the Building/Complex or any structure or portion thereof. The Allottee further agrees that the explosives/combustible



(Buyer)

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articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by him under any circumstances in the unit. The Allottee shall not be entitled to use any oven to be lit up with fire or to use vapor lamps and /or similar appliances which may be deemed to adversely affect the electrical installation in the Building/Complex.

- l. That the Allottee has agreed that from the date of execution of this Agreement he shall comply with and carry out from time to time all the requirements, requisitions, orders and demands which are to be complied with under the orders of any competent legal authority including the Maintenance Society in respect of any matter of the Apartment/unit/Building/Complex and/or use of common areas at his own cost and keep the Seller indemnified, secured and harmless against all cost, consequences and against all losses on account of non-compliance of the said requirements, requisitions, orders and demands and/or non-observance of the conditions of this Agreement.
- m. The Allottee shall carry out day-to-day maintenance of the Apartment/unit and fixtures and fittings installed therein including painting, polishing of interiors of the Apartment/unit at its own cost.
- n. The Allottee shall not throw any rubbish or store any article or combustible goods in the common areas save to such extent and in such place or places, if any, as specified and/or permitted by the Seller.
- o. The Allottee shall not do anything whereby the other Co-Allottees are obstructed in or prevented from the enjoyment quietly and exclusively of their respective Units and jointly of the common spaces.
- p. That the entire open space of the Project and any vacant portion of the Land shall always remain in exclusive possession and control of the MAINTENANCE SOCIETY and the MAINTENANCE SOCIETY alone shall be entitled to use or regulate the use of the said open space or vacant portion of the Land or cause any development thereof in such manner as they may decide from time to time at its sole discretion.
- q. That the Allottee shall permit the Seller/ Maintenance Society or its nominee and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/unit or any part thereof to view and examine the state and conditions thereof and the Allottee agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Seller/ Maintenance Society to the Allottee, and also for repairing of any part of the Building/Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition of all service drains pipes, cables, water course, gutters, wires, part structures or to their convenience belonging to or serving or used for the Building/Complex and also for the propose of laying, maintaining, repairing and restoring drainage and water pipe, electric wires, cables and for similar purpose.

43. **ELECTRICITY CONNECTION :**

- a. That Allottee shall be required to get and maintain separate electric connection for the Demised Premises in his own name from Jaipur Vidyut Vitran Nigam Limited (JVNL) and the entire cost of the electric meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by the Buyer. The Allottee shall be entitled to avail and get electric connection from JVNL only after the aforesaid obligations are fulfilled by him. The Allottee has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the Demised Premises and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the Apartment/ Unit. The monthly charges of the electricity bill shall be borne by the Allottee.
- b. The Seller shall provide to the society all the drawings and diagrams pertaining to electrical wiring, air conditioning distribution lay out and fire alarm diagrams



for Taracharya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

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pertaining to the Demised Premises and common areas. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Seller.

- c. Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the carpet area of the Demised Premises as per demand by the Seller /Society.
- d. If, however, due to any subsequent legislation/ Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Seller, additional other features are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Seller, which shall be final and binding on the Allottee.
- 44 The Allottee shall be liable to pay for water supply as per society norms as applicable on actual consumption basis.
- 45 NAME: That the Composite Project shall always be known as "Vilasa Umang" and such name shall not be changed except with the prior consent of the Seller.
- 46 That the Allottee shall be liable to take all necessary approvals/ permissions from the concerned local authorities to carry out its business at the demised premises. The Allottee shall be liable for make payment of any such fees/ duty/ taxes payable in such respect.
- 47 That the Allottee hereby covenants with the Seller to pay from time to time all the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the terms and conditions contained of this Agreement and to keep the Seller and its agents and respective estates and effect, indemnified and harmless against the payments under this Agreement and observance and performance of the terms and conditions mentioned herein and also against any loss or damages that the Seller may suffer as a result of non-observance or non performance of the said terms and conditions, except in so far as the same are to be reserved and performed by the Seller.
- 48 That subject to timely payment of all amounts and dues under this Agreement and performance of the terms of the Agreement and stipulations on the part of the Allottee herein contained, the Allottee shall peacefully hold and enjoy the Demised Premises without any interruption by any person rightfully claiming under or in trust for the Seller after the execution of the sale deed/ conveyance deed.
- 49 That in all the matters not hereby specifically provided the decision of the Seller shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of Common Areas, services and facilities at the Project/Building or generally in relation to matters of upkeep and maintenance of the Project/Building, the decision of Seller /Society in that respect shall be final and binding on Allottee.
- 50 SOCIETY: That the Seller shall have the unfettered right and be entitled to form a Society/an Association or such other name as may be decided by the Seller with such object or purpose and in such manner and to such extent as the Seller or its nominees may decide from time to time. The Allottees of all the Units will be the members of the Society. The Allottee agrees and undertakes to abide by and comply with bye-laws and rules and regulations of such Society. The Allottee has undertaken that he shall as and when required by the Seller, make payment of Rs. 5,000/- as Membership/Share application fees for the formation of this Society or as may be decided time to time. The Allottee shall sign and execute application and



Vilasa Umang Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

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all other documents necessary for the formation and registration of the Society including its bye-laws. No objection shall be raised by the Allottee 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.

- a. That the Allottee shall enter into a maintenance agreement with the MAINTENANCE SOCIETY at the time of taking the possession of the unit and the terms and conditions of the maintenance agreement shall form part and parcel of the sale deed. Any subsequent transfer from the Allottee shall be also under obligation to it.
- b. That the MAINTENANCE SOCIETY shall manage/maintain the common amenities and common services and it shall be the responsibility of the MAINTENANCE SOCIETY to supervise the management/maintenance of the common amenities and all common services. In order to secure due performance of the Allottee in payment of the maintenance bill and other charges to be raised by the Maintenance Society, as the case may be, the Allottee, shall deposit with the Seller as an interest free maintenance Deposit as defined under Schedule G of the Agreement (hereinafter referred to as "The Security Deposit" or "IFMD"). The interest free maintenance deposit (IFMD) shall be transferred by the Seller to the Maintenance Society. The Security Deposit, thereafter, shall always vest with the Maintenance Society so appointed at its absolute discretion and shall not be interfered with or obstructed in any manner whatsoever by the Allottee. The Maintenance Society shall open a bank account in its name and deposit the IFMD.
- c. The Allottee agrees that the Allottee shall comply with the rules and regulations framed by the Maintenance Society.
- d. The Allottee shall pay to the Maintenance Society, common area maintenance charges ("CAM Charges") as fixed by the Maintenance Society time to time against the cost of expenses borne towards the up keep and maintenance of Common Areas and Facilities specified in Schedule II.
- e. The Allottee shall be required to pay the CAM Charges even if the Apartment/unit remains unoccupied during the relevant month. The CAM Charges shall be charged on Carpet Area of the Apartment/unit from the date of offer of possession of the respective tower as conveyed by the Seller/Maintenance Society. The minimum monthly CAM Charges shall be computed at the rate per square feet multiplied by carpet area of the unit per month plus GST as applicable, which shall be intimated to the ALLOTTEE in due course. The Maintenance Society shall raise a monthly invoice at specified rate per sq. ft. per month plus GST for the carpet area occupied by the resident/occupant towards Common Area maintenance. The said CAM Charges shall be paid by the ALLOTTEE within seven (7) days of receipt of invoice/bill/debit note, failing which interest @18% p.a. shall be charged.
- f. The Allottee agrees that the CAM charges shall be fixed in the context of the expenses to be incurred in maintaining the said Property including the service charges of the Maintenance Society. The Allottee agrees to pay the enhanced rates in future against these CAM charges due to increase/ escalation in the input cost incurred in the maintenance of the Project. It is agreed by the Allottee that the Maintenance Society shall have the sole right to revise the per sq. ft rate of the CAM charges as aforementioned if there is any increase of input in the cost component and the decision of Maintenance Society in this regard shall be final. The Allottee hereby agrees to pay the revise rate per sq. ft. without any dispute.
- g. Till the time the work of maintenance of the Common Area/Common Spaces/Common Services as described in Schedule H written hereunder is handed over to the Maintenance Society, the Seller shall carry on such work. Further the Seller shall be entitled to collect the CAM charges during such period from the Allottees.
- h. That in case the Seller has executed any Lease/ contract for the maintenance of the Common area with any firm/ company ("Maintenance Society" in short) before the constitution of the Society, then in such case the existing contract between the

For Taruchiya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

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Seller and the Maintenance Society shall prevail and the expenditure of such contract shall be borne by the Maintenance Society.

- i. That the Allottee shall be liable to pay charges on pro-rata basis, as may be determined by Seller/ Maintenance Society or its nominee for maintaining various services and facilities in the exterior of the boundary wall where the Building/Complex is situated until the maintenance thereof is handed over to Local Body or Civil Authority, which shall thereafter maintain the same.
- j. The contents of Apartment/unit shall be got insured by the Allottee at his/her own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable the insurance of any premises or any part of the Building/Complex or cause increase in premium payable in respect thereof.
- k. That all sums assessed by the Maintenance Society and remaining unpaid by the Allottee or occupant inducted by him/her shall constitute a charge on the Apartment/unit. The Allottee shall comply with the decisions and resolutions of the Maintenance Society or its representatives and failure to comply with the same shall empower the Maintenance Society or any person nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the Allottee / occupant from using and utilizing common areas and facilities and simultaneously obtain, if so required, injunctive relief against such Allottee / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air-conditioning, etc., shall not absolve the Allottee/occupant inducted by him of his/her liability to pay maintenance charges to the Maintenance Society.
- l. That, both the parties have irrevocably agreed upon that any Society/ LLP or Company, for the purpose of getting technical know-how & experienced services for the maintenance work, shall assign their maintenance work, which have their expertise in this field or any other agency under the prior written consent of the Seller/builder, whose goodwill and reputation for well maintenance of the Property is being involved therein.
- 51 That the Allottee agrees to comply the requirements of any law relating to residential units which might be enacted in Rajasthan and also agrees to abide by the scheme/guidelines/rules framed by the Seller/ Society or any other authority in this regard.
- 52 That the unit is a part of the Building/Complex and it is in the interest of the Allottee/ occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Apartment/unit/ Complex, including the Common Areas and to give an effective hand to the Seller/ Maintenance Society or its nominee to deal with such unlawful entrants/peddlers, etc. and also to enable the Seller/ Maintenance Society or its nominee and lawful occupants of the various premises in general, to deal more effectively with the security of the Apartment/unit/Complex and maintenance of order therein, the entry be regulated. For this purpose, the Allottee agrees that the Seller/Maintenance Society or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the Complex will be at liberty to call upon the Allottee/lawful/tenant/occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Seller /Maintenance Society or its nominee.
- 53 ASSIGNMENT: That the Seller shall be free to assign any/all of its rights under this Agreement and rights in respect of the Project and/or the Building and the Land to any other person/entity ("Assignee") and the Allottee shall not be entitled to object the same in any circumstance. With effect from the date of such assignment by the Seller, the term Seller in this Agreement for all purposes shall mean the Assignee.

For Varuchaya Colonizers Pvt. Ltd.

Director
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

54 That, this Agreement is the only agreement to sell for the Apartment/unit to the Allottee and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Seller after the date of execution of this Agreement.

55 **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

56 **SPECIFIC PERFORMANCE:** 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.

57 **SEVERABILITY:** 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.

58 That, the Seller and its nominees shall have the first lien and charge on the Unit in the event of the Allottee parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the Allottee to the Seller/ Society under this Agreement.

59 **NOTICES:** All letters, receipts, and/or notices issued by the Seller or its nominee and dispatched under certificate of posting to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectively discharge the Seller/ nominee.

60 **JOINT ALLOTTEE:** 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).

61 The covenants herein agreed by the Allottee shall be binding and enforceable against the occupier of the unit as far as possible. Further, the terms and conditions agreed by the Allottee under this Agreement shall be made legally binding on the occupier as part of the terms and conditions between Allottee and the occupier and defaults of the occupier shall be treated as that of the Allottee unless context require otherwise.

62 That, the Allottee and the persons to whom the unit or part thereof is let, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Seller and/ or its nominee may ask it to do from time to time.

63 **NRI ALLOTTEES:** The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act") and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement.



Director
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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 understands and agrees that in the event of any failure on his/ her part 2 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. The Promoter accepts no responsibility in regard to matters specified above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards.

64 Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters 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 and such third party shall not have any right in the application/allotment of the said Demised Premises apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

65 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Said Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Apartments in the Said Project.

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

67 **PLACE OF EXECUTION:** 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 Jaipur. 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 Jaipur.

68 Any delay or indulgence by the Seller in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be considered as waiver on the part of the Seller of any breach or noncompliance of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Seller.

69 That the Allottee shall not demand partition of his interest in the Land and building and any part thereof. It is hereby agreed and declared by the Allottee that his interest in the Land and the building is undivided, impartible and it is agreed that the Seller shall not be liable to execute any assignment or any other document in respect of the exact undivided impartible underneath share of the Allottee in the Land. The ownership of all the Common Parts/Common Spaces/Common Areas as described in the 'Schedule H' of this Agreement shall remain common amongst owners, Allottee and time being owners and occupiers of the said Complex. Any of such parties shall not be entitled to claim partition or sub-division of the Common Parts and Common Areas of the Complex.

70 Nothing contained in these presents shall be construed to confer upon the Allottee any right, title or interest of any kind whatsoever in, to or over the said premises or common areas. Such conferment shall take place only upon the execution of sale deed in favour of the Allottee. That the Premises shall be used only as per its earmarked use, as provided above in Clause (1) and strictly in accordance with the use permitted in the building plans approved by Jaipur Development Authority.



For Tarachaya Colonizers Pvt. Ltd.

(Seller)

Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 71 **JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
- 72 **ALTERNATIVE DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this agreement, of the breach, termination, effect, validity, interpretation or application of this agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). Each of the parties shall appoint an arbitrator within 30 days of the receipt by a party of the other party's request to initiate arbitration. The two arbitrators so appointed shall then jointly appoint a third arbitrator within 15 days of the date of appointment of the second arbitrator; such third arbitrator shall act as the chairman of the tribunal. Arbitrators not appointed within the time limit set forth in the preceding sentence shall be appointed in accordance with the Arbitration Act. The decision of the Arbitrators shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.
- 73 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.
- 74 That this Agreement has been executed in triplicate. One copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
- 75 That all annexures and Schedules annexed with Agreement are integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have put up their respective hands hereunder on the day.

SIGNED AND DELIVERED by the
within named "SELLER"
Tarachaya Colonizers Private Limited

(Authorised Signatory)

WITNESSESS

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED
within named "BUYER"

Signature _____

Name _____

Address _____

For Tarachaya Colonizers Pvt. Ltd.

Director
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE - A

DESCRIPTION OF THE BUYER/ ALLOTTEE

Mr./Mrs./Ms _____

Son/Daughter/Wife of Mr. _____

aged about ____ years r/o Plot No. _____

Income Tax Permanent Account No. (PAN) _____

Aadhar No. _____

Please affix your
Photograph here
and sign

Across the
photograph

JOINTLY WITH

Mr./Mrs./Ms. _____ Son/Daughter/

Wife of _____

Age _____ Profession _____

Residential Status: Residential/Non-Resident/Foreign National of

Indian Origin _____

Income Tax Permanent Account No. _____

Ward/Circle and place where assessed to Income Tax _____

(if ALLOTTEE is a non resident or foreign national of Indian Origin)

Aadhar No. _____

Please affix your
Photograph here
and sign

Across the
photograph

[Hereinafter jointly and severally referred to as the "ALLOTTEE(s)" which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)]

OR

M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932, having its office at _____, through its partner authorized by resolution dated _____ Shri / Smt. _____ [hereinafter referred to as the "ALLOTTEE(s)" which expression shall unless repugnant to the context or meaning thereof be deemed to include all the partners of the partnership firm and their legal heir(s), legal representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)].

For Tarachaya Colonizers Pvt. Ltd.



Director

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Income Tax Permanent Account No. _____ (Copy of the resolution signed by all Partners annexed herewith).

OR

M/s. _____ a Company registered under the Companies Act 1956, having its registered office at _____, through its duly authorized signatory Shri / Smt. _____ authorized by Board Resolution dated _____ [hereinafter referred to as the "ALLOTTEE(s)" or the Party of the Second Part which expression shall unless repugnant to the context or meaning thereof, be deemed to include its legal representative(s), successor(s) and permitted assign(s)].

Income Tax Permanent Account No. _____

For Tasukeya Colonizers Pvt. Ltd.



Director

(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Page No. 29

SCHEDULE- B

DESCRIPTION OF PROJECT LAND

"Project Land" shall mean the parcel of land admeasuring around 1250 Square meter, being leased out by Jaipur Development Authority, at Plot No. 598, Block D, SEZ (Settlement Scheme), Village- Tilawas, Tehsil- Sanganer, Jaipur-302033, State - Rajasthan on which a residential project in the name of "Vilasa Umang" is being developed by the Seller.

The Project land is bounded by:-

On North : Plot no. 597

On South : Plot no. 599

On East : Plot no. 629

On West : 18 mtr wide road

SCHEDULE - C

[Details of the Project and Blocks]

Multi-storied building developed as a Blocks of the Project and forming integral part of the Project but identified as Residential Unit comprising multiple floor including any additional story (s) or construction as may be constructed thereon.

"Vilasa Umang" is 1, 2 BHK residential apartments strategically located at Plot No. 598, Block D, SEZ (Settlement Scheme), Village- Tilawas, Tehsil- Sanganer, Jaipur-302033, State - Rajasthan.

For Tarachaya Colorizers Pvt. Ltd.

Director
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE- D

DESCRIPTION OF UNIT/ DEMISED PREMISES

All that the Unit No. _____ on the _____ floor containing a carpet area of _____ sq ft. and right of use of the common area along with other Allottee(s) of the other UNITS in the complex and as shown for clarity in the annexed plan of the unit and marked yellow.

Map of Unit

For Tarachaya Colonizers Pvt. Ltd.


Director
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-E

BASIC SALE CONSIDERATION AND TOTAL SALE CONSIDERATION

- A. The Basic Sale Consideration for the Demised Premises as detailed in Schedule-D is Rs _____/- (Rupees _____ Only) including Transformer charges, PLC charges, STP charges, below: The basic sales consideration has been negotiated taking into consideration the input benefit of GST.
- B. That the Basic Sale Consideration mentioned does not include and thus, the Allottee(s) shall additionally bear and pay the following:
- (a) The cost of electric fixtures etc. within the Demised Premises which shall be got installed by the Allottee(s) at his/her own cost.
 - (b) Electric connection charges within the Demised Premises & security deposit.
 - (c) GST & other taxes applicable (from time to time), shall be borne and paid extra by the buyer of the Unit.
- * Total sale consideration is Rs...../- (rate per square feet of carpet area Rs...../-)

Apart from total sale consideration following funds shall be collected:

- (a) Interest Free Maintenance Security Deposit Rs. _____/- (Rupees _____ Only) in lump sum (To be paid at the time of intimation for possession)
- (b) Water Infrastructure Fund

For Tarachaya Colonizers Pvt. Ltd.

Director
(Seller)



(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same
Page No. 32

SCHEDULE- F

DETAILS OF ADVANCE PAYMENT

The Allottee / Buyer / Purchaser has paid Rs. _____/- (Rupees

_____ only) to the Seller in the following manner as advance against booking, the receipt of which, the Seller do hereby acknowledge.

S. NO.	Cheque No.	Drawn on	Sale Consideration (Rs.)	GST (Rs.)	Total Amount (Rs.)
Total					
Total in words					

For Tarachaya Colonizers Pvt. Ltd.



Director

(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE G

BALANCE CONSIDERATION:

The Allottee hereby agrees to pay the balance Sale Consideration of
Rs...../- (A*)(Rupees

..... only) which
shall be payable in instalments in the following manner:

INSTALLMENT PAYMENT PLAN			
S.NO.	TIME OF PAYMENT	% OF SALE CONSIDERATION + Applicable GST	AMOUNT(Rs.)
1	At the time of Booking		
2	On Casting of First Roof Slab	20% of (A*) + GST	
3	On Casting of Second Roof Slab	20% of (A*) + GST	
4	On Casting of Third Roof Slab	20% of (A*) + GST	
5	On Casting of Forth Roof Slab	20% of (A*) + GST	
6	On Completion of Outer plaster	10% of (A*) + GST	
7	On Possession Intimation	10% of (A*) + GST	
8	Interest Free Maintenance Deposit		
	TOTAL(including IFMD)		
	IN WORDS:		

ACCOUNTS

For Tarachaya Colonizers Pvt. Ltd.

Director
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by
me/us and I/we hereby accept the same

SCHEDULE- H

COMMON PARTS AND THE COMMON AREAS

1. Staircase and landings on all the floors including main entrance lobby.
2. Water pipes and other plumbing installation from the Overhead/Underground water tanks for the supply of the water.
3. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Unit), Transformer etc.
4. Light and electrical fittings in the aforesaid common parts.
5. Boundary wall.
6. Main Entrance Gate for Entry and Exit in the Said building.
7. Underground and Overhead Water Tank & Pumps.
8. Lift and its machineries.

SCHEDULE-I

COMMON EXPENSES

1. All costs of maintenance, operating, replacing, minor white washing, minor painting, redecorating and lighting the common parts and common areas and also the outer walls of the building and the parking space.
2. The salaries, perks, and allowances of all the persons employed for the aforesaid purpose.
3. All charges and deposits for supplies of common utilities.
4. Costs and charges of establishment for maintenance of the building and for the watch and ward staff.
5. The office expenses incurred for the maintenance of the office for the common purposes.
6. Operation and maintenance of lifts.
7. All charges and deposits for supplies of common utilities.
8. Costs and charges of establishment of office for maintenance of the Project and for the watch and ward staff.
9. Repair if necessary, of capital goods, equipment and installation like pumps, electric cables, sewer lines water/main & main holes etc.
10. Maintenance of open space within the boundary wall to Project such as maintenance of compound wall, landscaping, electrification, ramps, boundary wall of Complex, water supply, tube well, sewerage, roads and paths, and other services, within the boundary wall but outside the Complex.
11. All other expenses and outgoings as are deemed by the Seller/Maintenance Society to be necessary or incidental to and for regulating interests and rights of the Allottees.

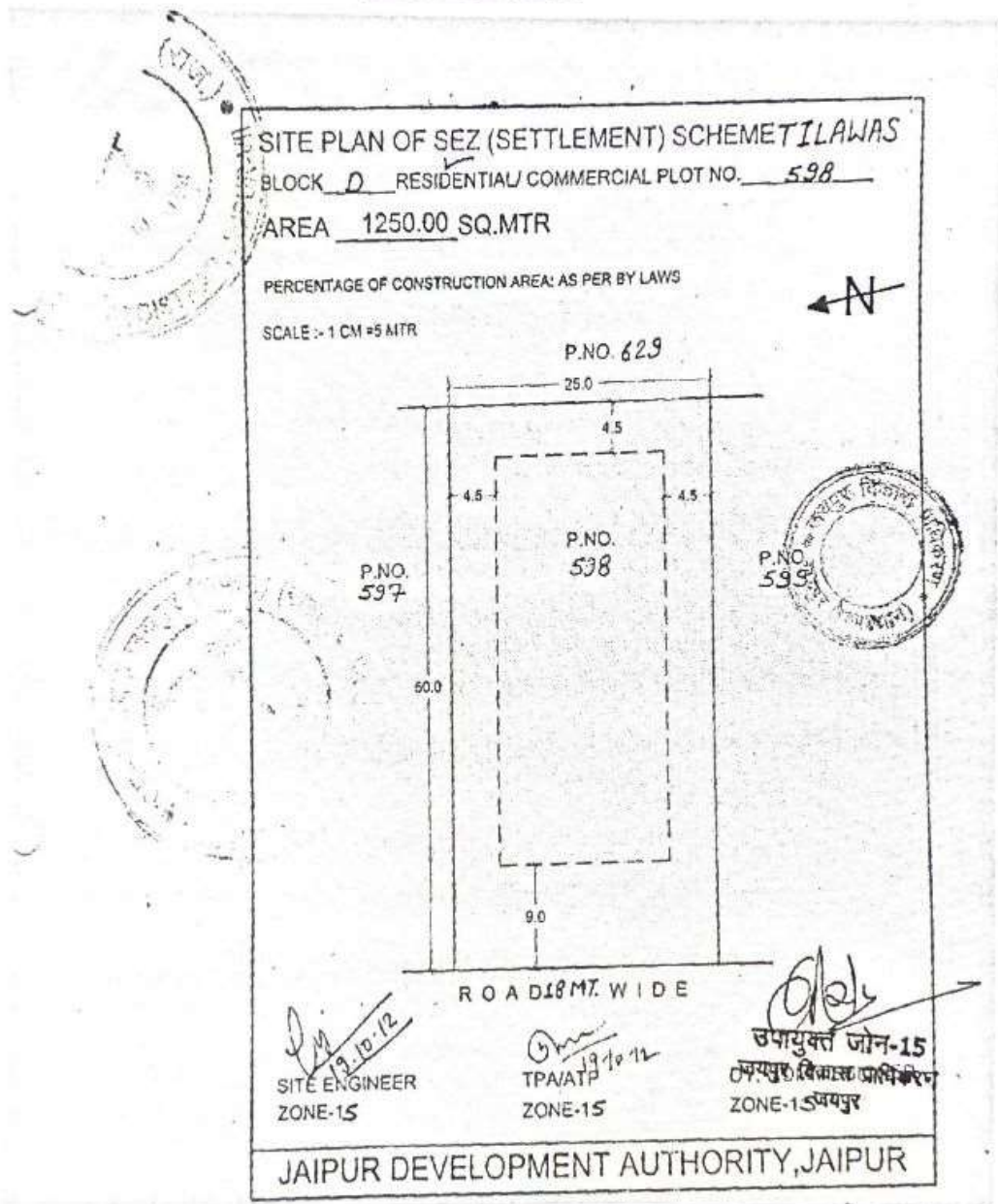
For Tarachaya Colonizers Pvt. Ltd.

Director
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

ANNEXURE 1



Per Tarachaya Colonizers Pvt. Ltd.
[Signature]
 Director
 (Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

ANNEXURE 2

DEVELOPMENT WORK PROPOSED AT VILASA UMANG

The Promoter has conceived a detail plan of following development works to be developed in the said Project:

- i) **Fire Fighting Facilities-** Fire Fighting equipment's/ facilities will be provided in the said project as per the NBC guidelines.
- ii) **Water Supply-** The government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then underground water will be used for drinking and other purposes.
- iii) **Emergency Evacuation Services-** It will be provided in the said project as per NBC guidelines of appropriate width.
- iv) **Electrical Supply-** Electricity/ power shall be supplied by JVVNL.

ANNEXURE 3

PLAN OF DEVELOPMENT WORK

1. **RAIN WATER HARVESTING:** THIS IS BEING PLANNED AS PER NBC/JDA NORMS
2. **INTERNAL SPECIFICATIONS ARE GIVEN BELOW:**
 - i. **STRUCTURE**
 - EARTHQUAKE RESISTANT STRUCTURE
 - R.C.C FRAMED STRUCTURE - AS PER STRUCTURE CONSULTANT DESIGN
 - ii. **FLOORING**
 - MARBLE/TILES/NATURAL STONES
 - iii. **DOORS**
 - PVC/M.S/FLUSH DOOR WITH HARDWARE FITTINGS
 - iv. **WINDOWS**
 - MS/UPVC/ALUMINIUM WINDOW FRAMES
 - v. **TOILET FITTING**
 - C.P. FITTINGS AND SANITARY WARES
 - CPVC/UPVC/PPR PIPING FOR WATER SUPPLY OF
 - CPVC LINES FOR WATER SUPPLY
 - vi. **KITCHEN**

or Taruchaya Colonizers Pvt. Ltd.



Director

(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- GRANITE/STONE COUNTER TOP
- S.S. SINK - SINGLE BOWL
- PROVISION (ELECTRICAL AND PLUMBING) - FOR WATER PURIFIER
- C.P. FITTINGS
- vii. **WALL FINISH**
 - ALL SURFACE WILL BE PAINTED
- viii. **ELECTRICAL**
 - MODERN ELECTRIC SYSTEM WITH CONCEALED COPPER WIRING & SWITCHES
 - ALL POINTS- COMPLETE WITH WIRING AND OUTLET
- ix. **BALCONY**
 - SS/MS RAILING
- x. **LIFT -**
 - WILL BE PROVIDED
- xi. **SECURITY**
 - ROUND THE CLOCK SECURITY ARRANGEMENT
- xii. **OTHERS**
 - FIRE FIGHTING SYSTEM
 - FIRE FIGHTING WILL BE PROVIDED AS PER STATUTORY REQUIREMENTS
 - UNDERGROUND SUMP, OHT (FIRE + DOMESTIC)- WILL BE PROVIDED AS PER STATUTORY REQUIREMENTS
- xiii. **SALIENT FEATURES**
 - RAIN WATER HARVESTING FOR WATER RECHARGE
 - WATER SUPPLY THROUGH UNDERGROUND AND OVERHEAD TANKS

ANNEXURE 4

EXTERNAL DEVELOPMENT WORK

- LANDSCAPING: SOFT AND HARD LANDSCAPING
- EXTERNAL PAINT/TEXTURES PAINT ON EXTERNAL WALLS.
- M.S. RAILING WITH SYNTHETIC ENAMEL PAINTS WILL BE PROVIDED.
- SUITABLE PLANTATION WILL BE DONE FOR BEAUTIFICATION.


Dr. Tatuchaya Colonizers Pvt. Ltd.

 Director
 (Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

ANNEXURE 5

SPECIFICATIONS OF MATERIAL USED IN CONSTRUCTION/DEVELOPMENT

MASONARY

- AERATED AUTOCLAVED CONCRETE BLOCK / RED BRICK MASONARY

FLOORING

- IT WILL BE COMPLETED APPROPRIATELY

DOORS

- PVC/M.S/FLUSH DOOR WITH HARDWARE FITTINGS

WINDOWS

- UPVC/ALUMINIUM WINDOW FRAMES

PAINT

- ALL SURFACES WILL BE PAINTED

ELECTRICAL

- MODERN ELECTRIC SYSTEM WITH CONCEALED COPPER WIRING & SWITCHES

For Tarachaya Colonizers Pvt. Ltd.



Director

(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

ANNEXURE 6

Stage Wise Time- Schedule of Completion		
S.NO.	Stage	Proposed Construction Schedule
1	At the time of Booking	On Actuals
2	Casting of first floor slab	31.07.2021
3	Casting of second floor slab	30.10.2021
4	Casting of third floor slab	31.12.2021
5	Casting of forth floor slab	31.03.2022
6	Internal /external Plaster	31.06.2022
7	Possession	31.12.2022

For Karuchaya Colonizers Pvt. Ltd.



(Seller)

Director

(Buyer)

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