

OLD

AGREEMENT TO SALE



DECLARATION REGARDING AGREEMENT FOR SALE

I JAYESH KUMAR BANSAL SON OF RAJNARAYAN BANSAL AGE 47 YEARS R/O PLOT NO.-160,NEMI NAGAR,GANDHI PATH,VAISHALI NAGAR,JAIPUR PROMOTER OF THE PROPOSED PROJECT/DULY AUTHORISED 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 "ARAVALI HOMES PHASE 2" SITUATED AT KHASRA NO.-1719,1721,GRAM – MAKADWALI,MAIN SIKAR ROAD,AJMER,RAJASTHAN UNDER CHIEF MINISTER JAN AWAS YOJNA 2015 UNDER PROVISION 3-A IS IN ACCORDANCE TO THE FORM – G OF REAL ESTATE AND REGULATION DEVELOPMENT ACT,2016.
2. THAT NONE OF TERMS AND CONDITION OF AGREEMENT TO SALE PRESENTED BY US VIOLATE THE LAW AND RULES OF REAL ESTATE(REGULATION AND DEVELOPMENT) ACT,2016 AND RAJASTHAN REAL ESTATE (REGULATION AND DEVELOPMENT) RULES,2017.
3. THAT IF ANY CONTRADICTION ARISES IN THE FUTURE JAYESH KUMAR BANSAL THE DEPONENT WILL BE RESPONSIBLE FOR IT.

DEPONENT

For ARAVALI REALMART LLP


Designated Partner

ATTESTED


Notary Public
Jaipur, Raj (INDIA)

22 MAR 2018

Form – G
[SEE RULE 9]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and executed at _____ on this ____ day of _____ Two thousand and Seventeen.

BY AND AMONGST

Aravali Realmart LLP (LLP identification No.AAK-1573),a company as per section 23 (4) of LLP ACT 2008 having its registered office at **J-17,behind I.O.C petrol pump,Nehru sahkar marg,lal kothi scheme,Jaipur,Rajasthan** having PAN No. **ABJFA1815B** represented by its authorized signatory **Mr. Ashish Karnani** (Aadhar No. **292668759595**) hereinafter referred to as the "**Promoter**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s) in interest, and permitted assignee(s)] of the **ONE PART**.

AND

- (1) Mr./Ms./Mrs. _____, S/D/Wof Mr. _____,
R/o _____
(PAN _____)&(Aadhar No. _____)
- (2) Mr./Ms./Mrs. _____, S/D/Wof Mr. _____,
R/o _____
(PAN _____)&(Aadhar No. _____)

[hereinafter singly/jointly referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) and permitted assignee(s)] of the **OTHER PART**.

For ARAVALI REALMART LLP


Designated Partner

Promoter

Allottee (1)

Allottee (2)

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

INTERPRETATIONS/DEFINITIONS

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

- (a) "ACT" means Real Estate (Regulation & Development) Act, 2016.
- (b) "APARTMENT" shall mean the EWS or LIG unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- (c) "AUTHORITY" shall have the meaning ascribed in Recital E
- (d) "BUILDING" shall mean the building/tower/block in the Project comprising of Ground +2 floors where the Allottee(s) has been allotted his "Unit".
- (e) "APPROVED PLANS" shall mean the plans and designs of Project constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein, which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- (f) "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).
- (g) "COMMON AREAS" shall mean and include Scheduled Land (as defined herein), and such common areas and spaces in the Project which are meant AND/OR reserved for common use and enjoyment of the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- E** attached hereto except as specifically excluded as per the terms of the Agreement.
- (h) "COMMON FACILITIES" shall mean and includes such facilities and equipment in the Project which are meant AND/OR reserved for common use and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- E** attached hereto except as specifically excluded as per the terms of the Agreement.
- (i) "CONVEYANCE DEED" (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favor of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoter and the Maintenance Association through which the ownership of the Common Areas and Common Facilities is transferred in favor of Maintenance Association by the Promoter subject to and in accordance with the terms of this Agreement.
- (j) "INTEREST RATE" means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the acts and the rules.
- (k) "MAINTENANCE ASSOCIATION/RWA" shall mean a resident welfare association or cooperative society or body by whatever named called as the case may be, of the allottee(s) of Apartments in the Project under *Chief Minister Jan Awas Yojana, 2015*, which shall be formed for the management/maintenance of Common Area and Common Facilities.
- (l) "OFFER / POSSESSION LETTER" shall have the meaning ascribed under Clause 6.2 of this Agreement.
- (m) "PAYMENT PLAN" shall have the meaning ascribed under Clause 1.8 of this Agreement.
- (n) "PROJECT" shall mean the affordable housing project under Provision 3-A of the "Chief Minister Jan Awas Yojana, 2015", comprising of Apartments, Common Areas and Common Facilities being developed upon the Scheduled Land as per Approved Plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws.
- (o) "REGULATION" means regulations made under the Act.
- (p) "RULES" mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- (q) "SCHEDULE" means the Schedule attached to this Agreement.

For ARAVALI REALMART LLP


Designated Partner

Promoter

Allottee (1)

Allottee (2)

- (r) **"SECTION"** means the section of the Act.
 - (s) **"SCHEDULED LAND"** shall have the meaning ascribed in Schedule - A
 - (t) **"SUPER BUILT UP AREA"** Includes area of rooms, kitchen, 50% of area of balcony/verandah, toilet, walls & proportionate common area of each Building permissible under the provisions of "Chief Minister Awas Yojana, 2015".
 - (u) **"UNIT"** shall have the meaning ascribed in Schedule - C of this Agreement.
 - (v) **"Booking Amount"** means the 10% of Basic Sale Consideration of the said Unit.
- II. 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 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Promoter is in lawful possession of land khasra no. 1719,1721,Gram-Makadwali,Main Sikar road,Ajmer,Rajasthan with a total area admeasuring of 5989.03 Sq.Mtrs (hereinafter referred to as **"Scheduled Land"** and more particularly described in the **Schedule- A**).
- B. The Promoter has a legal title to the Scheduled Land.
- C. The Scheduled Land is free from all encumbrances.
- D. The Scheduled Land is earmarked for the purpose of development of an Affordable Group Housing project comprising of EWS/LIG apartments under Chief Minister Jan Awas Yojana, 2015 and the Project shall be known as **"ARAVALI HOMES "**.
- E. The Promoter has planned and is in the process of constructing and developing Project upon the Scheduled Land after getting necessary permissions/approvals from competent authorities. The location detail of the Project being developed upon Scheduled Land is fully described in **Schedule A**.
- F. The Project shall be registered with the Real Estate Regulatory Authority (**"Authority"**) and the project registration certificate shall be provided on the website of the company. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.
- G. The following approvals and sanctions have obtained in respect of the Project:
 - (a) The Architect approved layout plan of the Project is enclosed herewith and marked as **Annexure- II** Part B.
 - (b) Temporary fire NOC for the Project is Not Available.
 - (c) NOC for Airport Authority Of India is Not Applicable for height clearance for the Project.
 - (d) Environmental Clearance for the project is Not Applicable.
 - (e) NOC for Public Health and Engineering Department is also Not Applicable.
- H. The Promoter agree and undertake that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- F**.
- J. The details of salient features of the Project including access to the Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule- B** attached hereto.
- K. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- K** attached hereto.
- L. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- L** attached hereto.
- M. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works have been specifically provided in **Schedule- J** attached hereto.
- N. The Promoter has opened a separate account in Tonk Road branch Jaipur of HDFC Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.

Promoter

Allottee (1)

Allottee (2)

For ARAVALI REALMART LLP
Tulsi
 Designated Partner

- O. The Promoter are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the Project is being developed have been completed.
- P. The Allottee(s), being aware of the Project and details given above as well as in the Brochure and on visiting the site has applied for allotment and purchase of an Apartment in the Project *vide* registration/application form no. _____ dated _____ ("Registration Form"). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount including registration fee and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in Clause 1.4 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- Q. The Allottee(s) being successful applicant for allotment of EWS/LIG Apartment on the basis of his Registration Form submitted to the Promoter for allotment of Apartment in opted category i.e. Economic Weaker Section (EWS) or Lower Income Group (LIG), the Promoter have allotted following Apartment in the Project:
- (a) Apartment No. _____;
- (b) Type _____;
- (c) Floor No. _____;
- (d) Tower No. _____ ("Building");
- (e) Carpet Area _____ sq. ft.
- (f) Super Built Up Area _____ sq. ft.;
- (g) Two-Wheeler Parking Space _____ (Nos)
- And pro-rata share in the Common Area and Common Facilities of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure- I** and more particularly described in the **Schedule "E"** attached herewith and hereinafter referred to as the "**Unit**").
- R. The details of floor plan of the Apartment No. _____ and Building i.e. tower/block no. _____ of the Project is given in **Schedule- D**.
- S. The Allottee(s) has represented and assured the Promoter that the information, documentations, affidavits and assurances given by the Allottee(s) in and along-with the Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations as contained in Registration Form and this Agreement.
- T. 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 Project.
- U. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter. The parties also agrees to abide by the terms and conditions as stipulated in booking forms.
- V. In accordance with the terms and conditions set out in this Agreement and in Booking Form and based on affidavits and declarations at the time of registration and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee(s) hereby agrees to purchase the Unit in "ARAVALLI HOMES" a project under "CHIEF MINISTER JAN AWAS YOJNA - PROVISION 3A"

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of Super Built Up Area including consideration for exclusive balcony (hereinafter referred to as "**Basic Sale Consideration of Unit**") where meaning of SUPER BUILT UP AREA is as per clause v of section 1 in this agreement. The carpet area of the said unit is _____ sq. ft.

For ARAVALI REALMART LLP

- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc. (hereinafter referred to as "**Additional Payments**");

- (a) Maintenance charges as per Clause 9.1: Rs.50/- (Rupees FIFTY only) payable at the time of registration.

Designated Partner

Promoter

Allottee (1)

Allottee (2)

FOR EWS – 50/sqft (Rupees Fifty per sqft)
 FOR LIG – 50/sqft (Rupees Fifty per sqft)

- (b) Service Tax/GST: As per Government Norms where ever applicable.
 (c) Insurance of Project Land and Project: Payable at the time of Registration if Any.

- 1.4 The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall collectively be referred to as “**Total Payable Amount**”.
- 1.5 The Total Payable Amount above includes the Booking Amount i.e. Rs. _____/- (Rupees _____) paid by the Allottee(s) to the Promoter towards the Unit. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.
- 1.6 The Total Payable Amount above includes taxes (comprising of taxes 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, by whatever name called) up till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Common Facilities to the Maintenance Association, after obtaining the completion certificate. However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s).
 Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/modification/introduction.
 Provided further that if there is any increase in the taxes after the expiry of the 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.7 That, the Unit is allotted to allottee(s) as per the details mentioned by the allottee(s) in the Application form and as per the income criteria and terms & conditions decided by the Govt. of Rajasthan time to time.
- 1.8 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule - G** attached hereto (“**Payment Plan**”) and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.9 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
 Provided that if there is any new imposition or increase in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.10 As mentioned in Para M above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Total Payable Amount of Rs. _____/- (Rupees _____ only) and the Allottee(s) agrees and undertakes to pay the balance amount of Rs. _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the **Payment Plan**.
 Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per the Interest Rate as mentioned in **Para J**.
- 1.11 The Promoter shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule - C** and **Schedule - A** in respect of the Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Promoter

Allottee (1)

Allottee (2)

FISARVAL REALMART LLP

Designated Partner

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.12 The Promoter shall confirm to the final Carpet Area and Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Promoter shall recalculate the Total Payable Amount payable for the Super Built Up Area/Carpet Area upon confirmation. If there is reduction in the Carpet Area/Super Built Up Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area/Super Built Up Area, which is not more than three percent of the Carpet Area/Super Built Up Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.13 Subject to clause 8.3, the Promoter agree and acknowledge that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
 - (a) The Allottee(s) shall have exclusive ownership of the Unit.
 - (b) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and in Scheduled Land. Since the share/ interest of Allottee(s) in the Common Areas 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 Common Facilities to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (c) That the computation of the price of the Unit includes recovery of price of Scheduled Land, construction of, not only the Unit but also, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per clause 9.1 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as per the Brochure;
 - (d) The Allottee(s) has the right to visit the Project site to assess the progress of development of the Project and the Unit.
- 1.14 The Promoter has earmarked parking space as per the provisions of parking area under the Chief Minister Jan Awas Yojana, 2015 for proper management and utilization of parking area of the Project and map of parking space has been annexed herewith as Annexure- I.
- 1.15 The Allottee(s) if fails to occupy the Unit within one year from the date of Conveyance Deed of the Unit, the Promoter shall be entitled to cancel the allotment and allot the Unit to other applicant in the waiting list as per the provisions of Chief Minister Jan Awas Yojana, 2015.
- 1.16 The Allottee(s) agrees and understands Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which they shall be free to deal with, in accordance with Applicable Laws.
- 1.17 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.18 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s), which they have collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fail to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agree to be liable, even after the transfer of the Unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.19 That the Project shall always be known as "ARAVALI HOMES" and the name of the Project shall not be changed except with the consent of the Promoter.
- 1.20 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing subsidy under CLSS (Credit Link Subsidy Scheme of Pradhan Mantri Awas Yojana -PMAY) as mentioned in Booking/Registration Form and the Allottee(s) would remain bound under this Agreement whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay the due payments for the Unit under the Payment Plan or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the Clause 8.3 as stated in this agreement.

For ARRAVAL REALMART LOP

Designated Partner

Promoter

Allottee (1)

Allottee (2)

- 1.21 That Allottee(s) understands that Interest Subsidy on Home Loan under CLSS is a scheme presented in Pradhan Mantri Awas Yojana, and allottee(s) qualifies for interest subsidy on the merits of his/her income & other criteria decided by MHUPA (Govt. of India) time to time. Allottee(s) also understand that promoter is not responsible for the interest Subsidy of Allottee(s) and Allottee(s) has to do his own process to get the Home Loan sanctioned & disbursed against his Unit. Govt. of India shall hold promoter not responsible for any changes in policy. Allottee(s) is free to take home Loan from any financial institution and his allotment of Unit is not abide with sanction of his Home Loan.
- 1.22 Without prejudice to the rights of the Promoter under law, in case cheque given by the Allottee(s) in respect of any installment payable as per the Payment Plan gets dishonored then in such a scenario, Allottee(s) shall immediately make the payment of the said installment through cheque or demand draft and Allottee(s) shall be liable to pay to the Promoter, the amount which shall be payable to the bank in respect of dishonor of cheque. Further, after this all payment of all the remaining installment shall be paid by the Allottee(s) through demand draft.
- 1.23 Allottee(s) confirms that all information given in Application/Registration Form is true & Genuine; and any documents / affidavit submitted with company to obtain allotment are true & genuine. If at any point of time Promoters finds that the information & documentation submitted by Allottee(s) are false or vague, that promoter keep a complete right to cancel Allottee(s) allotment and forfeiting the entire money paid till such date.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Aravali Homedevlopers LLP payable at Ajmer. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

- 2.1 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 regulations 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. 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 to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 2.2 The Promoter accepts no responsibility in regard to matters specified in Term above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the 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 Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS

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

4. 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 and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities to the Maintenance Association.

5. CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT

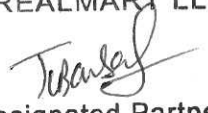
- 5.1. The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Units annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans 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

Promoter

Allottee (1)

Allottee (2)

For ARAVALI REALMART LLP


Designated Partner

have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

- 5.2. Notwithstanding anything contained herein, in case the Promoter are unable to commence the development of the Project any reason or unable to complete the development of the Project for any reason or the Promoter do not receive sufficient bookings for the Project, the Promoter shall be entitled to terminate this Agreement by giving one month prior written notice and refund all the amounts received from the Allottee(s) along-with interest computed at Interest Rate within 45 days from the date of such cancellation.

6. CONVEYANCE AND POSSESSION OF SAID UNIT

6.1 Schedule for possession of the Unit

The Promoter agree and understand that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Common Facilities to the Maintenance Association, is the essence of the Agreement. The Promoter assure to handover possession of the Unit along with ready and complete Common Areas and Common Facilities with all specifications, amenities and facilities of the Project in place on or before 01/03/2021 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 Project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which 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, which shall be assessed by the Promoter (and such assessment shall be final and binding on the Allottee(s)), the Promoter shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for execution of Conveyance Deed of the Unit and taking possession

The Promoter, within 30 days of obtaining the occupancy certificate from the competent authority, shall vide offer letter ("Offer/Possession Letter") (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit and (ii) offer the possession of the Unit. The Promoter shall, subject to receipt of Total Payable Amount in respect of the Apartment as per Payment Plan and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in Common Areas and also handover possession of the Unit within three (3) months from the date of issuance of the occupancy certificate. The Promoter agree and undertake to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter are liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession (which shall be after the issuance of completion certificate for the Project) agree(s) to pay the maintenance charges as determined by the Promoter or Maintenance Association, as the case may be. The Promoter shall handover the occupancy certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on, as is where is basis. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer etc.

- 6.3 In case the Allottee(s) has availed loan/finance from any bank or financial institution, the Conveyance Deed of the Unit in favor of the Allottee(s) shall be executed only, upon the Promoter receiving "No Objection Certificate" from such bank or financial institution and the Conveyance Deed of the Unit shall be handed over to the lending bank or financial institution, as required by them.

6.4 Handing Over of Common Areas and Documents

After obtaining the occupancy certificate it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas to the Maintenance Association within thirty days after obtaining the occupancy certificate.

6.5 Cancellation by Allottee(s)

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Promoter

Allottee (1)

Allottee (2)

REALMART LLP

Designated Partner

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount. And the balance amount of money paid by the Allottee(s) shall be refunded by the Promoter to the Allottee(s) without any interest within 45 days of such cancellation.

Failure of Allottee to take possession of Apartment/ Plot- Upon receiving a written intimation from the Promoter 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. Such Allottee shall continue to be liable to pay maintenance charges as specified.

6.6 Compensation

The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Scheduled 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 Clause shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit in accordance with the terms of this Agreement, duly completed by the day specified in clause 6.1 above due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) withdraws from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Unit, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest computed at the Interest Rate for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

- 6.7 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, 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 Super Built Up Area/Carpet Area of Unit to the Super Built Up Area/Carpet Area of all of the Apartments in the Project. If the Promoter have 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 interest computed at the Interest Rate 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.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (a) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Project.
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (c) There are no encumbrances upon the Scheduled Land or the Project.
- (d) There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Common Facilities.
- (f) The Promoter have 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.
- (g) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land (except the Development Agreement), including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (i) At the time of registration of the Conveyance Deed of the Unit the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Common Facilities to the Maintenance Association.
- (j) The Scheduled 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 Scheduled Land.
- (k) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project (except the taxes mentioned in Clause 6.7 which shall be paid according to the said Clause) to the competent authorities till

Promoter

Allottee (1)

For ARAVALI REALMART LLP
Allottee (2)

Tibur
Designated Partner

Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Maintenance Association, respectively.

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

8. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (a) The Promoter fail to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 6.1 above in this Agreement or fail to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (b) Discontinuance of the Promoter business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (a) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (b) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination notice:
- Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, the Promoter shall pay him, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

- (a) Before the issuance of completion certificate for the Project, 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, the Allottee(s);
- (b) Delay/default by Allottee(s) under Clause 8.3 (a) above continues for one (1) month after notice from the Promoter in this regard;
- (c) After the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (d) After the issuance of Offer Letter as per Clause 6.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (e) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (f) Violation of any of the Applicable Laws on the part of the Allottee(s).

- 8.4 The Promoters' rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:

- (a) Upon occurrence of event of default mentioned in Clause 8.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (b) Upon occurrence of event of default mentioned in Clause 8.3(b) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard and the booking amount (as mentioned in Para v) which has been paid by the Allottee(s) shall be forfeited and remaining amount shall be refunded.
- (c) Upon occurrence of event of default mentioned in Clause 8.3(c), the Promoter shall have the option to terminate this Agreement further, till the time Promoter exercise the option to terminate this Agreement they shall be entitled to (1) recover interest as per Clause 8.4 (a); and (2) recover maintenance charges from the date of issuance of Offer Letter; and (3) taxes mentioned in Clause

Promoter

Allottee (1)

For ARAVALI REALMART LLP
Allottee (2)

T. V. S. S. S.

Designated Partner

6.7; (4) withhold registration of the Conveyance Deed of the Unit in favor of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 8.3(c) and Allottee(s) hereby authorizes the Promoter for the same.

- (d) Upon occurrence of event of default mentioned in Clause 8.3(d), the Promoter shall have the option to terminate this Agreement; Further in case of event of default under Clause 8.3(d), the Allottee(s) shall be liable to pay Promoter (1) the amount due with Interest as mentioned in the Offer Letter from the due date till date of payment (2) maintenance charges from the date of offer of possession as per Offer Letter.
 - (e) Upon occurrence of event of default mentioned in Clause 8.3 (e) and (f) the Promoter shall have the option to terminate this Agreement and the booking amount(as mentioned in Para v) which has been paid by the Allottee(s) shall be forfeited and remaining amount shall be refunded.
 - (f) 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 interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- 8.5 Upon termination of this Agreement by the Promoter as per mentioned hereinabove, the Allottee(s) Shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be titled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- 8.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

9. MAINTENANCE OF THE PROJECT

- 9.1 That until the handover of the Common Areas and Common Facilities to the Maintenance Association in accordance with the Act and Chief Minister Jan Awas Yojana-2015 the Promoter shall maintain the Common Areas and Common Facilities at reasonable actual charges; however, one month maintenance charges from the date of occupancy certificate/completion certificate has been included in Total Payable Amount for the Unit.

That a Maintenance Association in accordance with Chief Minister Jan Awas Yojna-2015 of allottee(s) of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Common Facilities as described in **Schedule - E** hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Maintenance Association may decide from time to time keeping in view the best interest of the allottee(s) of apartments in the Project. The allottee(s) of all the Apartments shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with byelaws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas Common Facilities and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities. The Promoter shall handover the management/maintenance of the Common Areas and Common Facilities upon formation of the Maintenance Association under the applicable laws to the maintenance association, and the maintenance association will take care of the common areas and common facilities in the project. Further the promoter shall handover the Maintenance Corpus fund to the maintenance association under the provisions of Chief Minister Jan Awas Yojana-2015.

- 9.2 That as and when the Common Areas and Common Facilities shall be handed over to the Maintenance Association, the Maintenance Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of any such possession to the Maintenance Association.
- 9.3 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft the Registrar of societies may require Byelaws as or other competent authority as the occasion may demand. After the handover of Common Areas and Common Facilities to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Common Facilities, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Common Facilities recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.
- 9.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Common Facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.
- 9.5 Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per it Bye-Laws.

10. 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 (5) years by the Allottee(s) from the date of handing over

Promoter

Allottee (1)

For ARAVALI REALMART LLP

Allottee (2)

Thiruvalluvar
Designated Partner

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

11. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter/ Maintenance Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Association to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

12. USAGE

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

13. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- 13.1 Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 13.2 The Allottee(s) further undertakes, assures and grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 13.3 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 13.4 The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/ Building's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- 13.5 The Allottee(s) agrees to abide by and comply with the byelaws or housing rules or such rules, which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 13.6 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use. It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/or the Project secured in all ways. For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the Building/ Project.
- 13.7 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- 13.8 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- 13.9 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Project and/or the Unit.
- 13.10 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 13.11 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.12 Interior Works in the Unit: -That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Maintenance Association and the Promoter/Maintenance Association may permit the same subject to appropriate conditions.

Promoter

Allottee (1)

Allottee (2)

FOR ARAVALI REALMART LLP

 Designated Partner

13.13 The Allottee(s) shall observe all terms and conditions of this Agreement, and also those of the license/approvals granted to the Promoter, for the development of the Project under Chief Minister Jan Awas Yojana-2015 and shall also abide by all the laws, bye-laws, rules, regulations and policies thereto of said Chief Minister Jan Awas Yojana-2015 or as imposed by any Authority(s).

14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications, Chief Minister Awas Yojana, 2015 applicable to the Project.

15. ADDITIONAL CONSTRUCTIONS

The Promoter undertake 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.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs etc. as may be required by the Allottee(s).

17. 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 (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar AJMER 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(s) 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

18. ENTIRE AGREEMENT

The Registration Form, allotment letter and this Agreement along with its preamble, recitals and all its annexures/schedules, governs the rights and obligations between the Parties for the transfer of rights, title and interests in respect to the Unit in favor of the Allottee(s). The application form, Registration Form, allotment letter and this Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement and the application form, any changes or additional provisions must be set forth in writing, in a separate Agreement duly signed and executed by and between the Parties.

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

Subject to clause 1.17, it is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

21. BROKERAGE

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

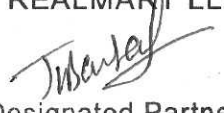
22. WAIVER NOT A LIMITATION TO ENFORCE

Promoter

Allottee (1)

Allottee (2)

FOR ARAVALI REALMART LLP


Designated Partner

22.1 The Promoter may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottee(s).

22.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

23. 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.

24. 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 allottee(s) in the Project, the same shall be the proportion which the Carpet Area/Super Built Up Area of the Unit bears to the total Carpet Area/Super Built Up Area of all the Apartments in the Project, as the case may be.

25. 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.

26. 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 JALORE, RAJASTHAN after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar at JALORE, RAJASTHAN. Hence this Agreement shall be deemed to have been executed at JALORE, RAJASTHAN.

27. NOTICES

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

M/s Aravali Dreamworld LLP	Allottee(s)
C-13, First Floor, above Bikaner Sweets, vaishali Nagar, Ajmer (Raj.)	

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

28. JOINT ALLOTTEE

That in case there are Joint Allottee(s), 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).

29. SAVINGS

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

30. GOVERNING LAW

FOR ARAVALI DREAMWORLD LLP

 Designated Partner

 Promoter

 Allottee (1)

 Allottee (2)

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

29. DISPUTES

- 29.1 All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- 29.2 In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

Name & Signature of Allottee (1)	
Name & Signature of Allottee (2)	

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

For and on behalf of	M/s ARAVALI REALMART LLP
Name	
Signature	
Designation	Authorized Signatory

<u>WITNESSES</u>	
1- Signature	
1.1.1	
Name	
Address	
2- Signature	
1.1.2	
Name	
Address	

For ARAVALI REALMART LLP


Designated Partner

Promoter

Allottee (1)

Allottee (2)

SCHEDULE-A

(Description of Scheduled Land)

1.

<u>Name of Revenue village and Tehsil</u>	<u>Khasra No.</u>	<u>Area (in meters)</u>
Gram –Makadwali, Main Sikar Road, Raj.	1719, 1721	5989.03 SqMtr.
	Total Area	5989.03 SqMtr.

2. The Piece and Parcel of the Plot of land at site is bounded on the: -

In North – **Road**In South – **Other Road**In East – **Other Road**In West – **Other Land**

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

In North – 25°32'11"N/72°63'25.92"E

In South – 25°32'12.91"N/72°63'17.98"E

In East – 25°32'14.36"N/72°63'12.77"E

In West – 25°32'10.38"N/72°63'08.53"E

4. Other details of the location of the Project – **Khasra no. 1719,1721**, Gram-Makadwali, Main Sikar road, Ajmer Rajasthan

5. Location Map

SCHEDULE-B

(Details of Salient Features of Project)

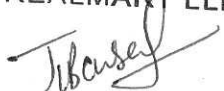
Access to the Project	The project is located at the fastest developing area in Ajmer. The main road connecting the project with the inner city is 100 ft. wide.
Electricity Supply	Supplied by Transformers and Well-developed Street Lighting.
Water Supply	Supplied by Underground and Overhead water tanks in each block.
Rain Water Harvesting	Rain Water harvesting will be provided for storing the excess Rain water.
Amenities & Other Development	➤ Underground Water Tank will be provided. ➤ Overhead Water Tank will be provided for each Block. ➤ Sewerage Treatment Plant. ➤ Street Lights. ➤ Park Developments. ➤ Rain Water Harvesting. ➤ Community Hall. ➤ Guard Room. ➤ Roads & Pavements. ➤ Transformers.

SCHEDULE- E

(Details of Common Areas, facilities and amenities of the Project)

- Common Areas – Corridors, Staircases and Terraces
- Facility and Amenities – Park with Kids Playing Areas, Community Centre, STP, Rain Water Harvesting System, Streetlights, Water Tank

For ARAVALI REALMART LLP


 Designated Partner

Promoter

Allottee (1)

Allottee (2)

SCHEDULE- F

(Detailed Plan of Development Works to be undertaken)

- Underground Water Tank will be provided.
- Overhead Water Tank will be provided for each Block.
- Sewerage Treatment Plant.
- Street Lights.
- Park Developments.
- Rain water harvesting
- Community hall
- Guard room
- Roads & pavement
- Transformers

SCHEDULE- C

(Description of the Unit)

SCHEDULE-D

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

SCHEDULE- G

(Payment Plan Details)

List	Amount Payable	
	<i>EWS</i>	<i>LIG</i>
1. At the time of Booking / Registration	40,000/-	60,000/-
2. At the time of Allotment of Unit	40,000/-	60,000/-
3. Rest of the amount should be paid as below: -		
a. On the starting of Excavation	20%	20%
b. On Start of Ground Floor Slab	20%	20%
c. On Start of First Floor Slab	20%	20%
d. On Start of Second Floor Slab	20%	20%
e. On Start of Brickwork	5%	5%
f. On Handover of Flat	5%	5%

SCHEDULE - H

(Specifications, Facilities, Amenities which are part of the Unit which shall be in conformity with the advertisement, Brochure etc will be circulated by the Promoter at the time of booking of the Apartments in the Project)

- Underground Water Tank will be provided.
- Overhead Water Tank will be provided for each Block.
- Sewerage Treatment Plant
- Street Lights
- Park Developments
- Rain Water Harvesting
- Community Hall
- Guard Room
- Roads and Pavements
- Transformers.

SCHEDULE - I

(Specifications, Facilities, Amenities Internal/External Development works etc, which are part of the Unit which shall be in conformity with the advertisement, Brochure circulated by the Promoter at the time of booking of the Apartments in the Project)

- | | |
|----------------------------------|---|
| ➤ Earthquake Resistant Structure | ➤ Underground & Overhead Water Tank |
| ➤ Sufficient parking Space | ➤ Sewerage Treatment Plant |
| ➤ Kids Garden | ➤ Green Environment |
| ➤ Community Hall | ➤ Commercial Space for Medical, General Store |
| ➤ Rain Water Harvesting | ➤ Park – 10% of the total land area |
| ➤ Power back-up for common areas | ➤ Regular Water Supply |

Promoter

Allottee (1)

For ARAVALI REAL MART LLP

Allottee (2)


 Designated Partner

SCHEDULE- J

(Stage Wise Time Schedule of Completion of Project)

Sr. No.	Stage	Date by which the works are to be completed.
1.	Completion of Structure of the Building	
2.	Completion of development works (internal/external development works).	
(A)	Brick work, Plaster, Doors/Windows Chowkhat, Tiles, Sanitary & Electrical piping	
(B)	Sanitary fittings, Electrical fittings, Paint, Doors, Windows	
3.	Provision of Civic infrastructure like Water, Electricity, Sanitation	
	Finishing	

SCHEDULE- K

(Details of other external development work for the Project)

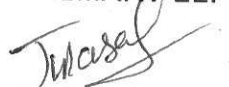
- Underground Water Tank will be provided.
- Overhead Water Tank will be provided for each Plot.
- Sewerage Treatment Plant.
- Street Lights.
- Park Developments.
- Rain water harvesting
- Community hall
- Guard room
- Roads & pavement
- Transformers

SCHEDULE-L

(Details of specification of material used in construction)

- ISI marked PPC cement.
- ISI marked Fe500 grade steel.
- Antiskid tiles in balcony and Kitchen.
- Ceramic or equivalent Good quality tiles in bedroom, kitchen and hall.
- Good quality Sink and green marble counter in kitchen.
- Painted/laminated flush doors.
- M S Windows.
- M S Railing in Balcony.
- Kota stone or Equivalent stone in staircase.
- Sanitary – ISI marked Sanitary ware.
- Electrical – ISI marked Electrical Fittings.
- Good quality paint on inner & outer walls

For ARAVALI REALMART LLP


Designated Partner

Promoter

Annexure- I
(Site Plan of the Project)

Parking Area of the Project

EWS	:-	56 flats 56 flats x 1 Two Wheeler per flat = 56 Two Wheelers
LIG	:-	224 flats 224 flats x 2 Two Wheeler per flat = 448 Two Wheelers
Total Two Wheeler Parking	:-	448 + 56+1(extra) = 505 Two Wheeler

Annexure- II(PART-A)

Annexure- II (PART-B)

For ARAVALI REALMART LLP


Designated Partner

REVISED

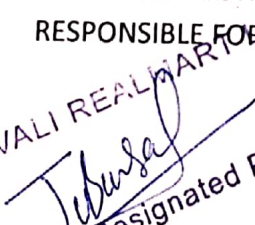
AGREEMENT TO SALE



DECLARATION REGARDING AGREEMENT TO SALE

I AMIT KUMAR S/o DHANNA DAS AGE 28 YEARS R/O SONI MARKET ,JAWLA, JAWLA, NAGOUR,JAOLA, PROMOTER OF THE PROPOSED PROJECT/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 "ARAVALI HOMES PHASE 2" SITUATED AT KHASRA NO. 1719, 1721, GRAM-MAKADWALI, MAIN SIKAR ROAD, AJMER, RAJASTHAN UNDER CHIEF MINISTER JAN AWAS YOJNA 2015 UNDER PROVISION 3-B IN ACCORDANCE TO THE FORM-G PF REAL ESTATE AND REGULATION DEVELOPMENT ACT 2016
2. THAT NONE OF TERMS AND CONDITION OF AGREEMENT TO SALE PRESENTED BY US VIOLATE THE LAW AND RULES OF REAL ESTATE (REGULATION DEVELOPMENT) ACT 2016 AND RAJASTHAN REAL ESTATE (REGULATION DEVELOPMENT) ACT 2017
3. THAT IF ANY CONTRADICTION ARISES IN THE FUTURE AMIT KUMAR THE DEPONENT WILL BE RESPONSIBLE FOR IT.

For ARAVALI REAL ESTATE P

DEPONENT Designated Partner

Affix colour photograph of Allottee with signature across the photograph

Affix colour photograph of Authorized Signatory of Promoter with signature across the photograph

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) is made andexecuted at_____ on this ____ day of _____ Two thousand and _____.

BY AND AMONGST

Aravali Realmart LLP (LLP identification No.AAK-1573),a company as per section 23 (4) of LLP ACT 2008 having its registered office at *A-205,Anukampa Residency, Near Rukmani Birla School, Shanti Nagar, Durgapura, Jaipur, Rajasthan*,and having corporate office at *J-17,Behind I.O.C Petrol Pump, Nehru Sahakar Marg,Lal Kothi Scheme, Jaipur, Rajasthan* having PAN No. is **ABJFA1815B** represented byitsauthorizedsignatory **Mr. Amit Kumar** (Aadhar No.4592-9204-6536) duly authorized vide board resolution dated 1/11/2018[hereinafter referred to as the “**Promoter**”,which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s) in interest, and permitted assignee(s)] of the **ONE PART**.

AND

Person(s) named in Schedule-A hereof hereinafter singly/ jointly referred to as the Allottee(s), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & Permitted assignees).

For ARAVALI REALMART LLP

Designated Partner

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

INTERPRETATIONS/DEFINITIONS

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

- (a) “ACT” means Real Estate (Regulation & Development) Act, 2016.
- (b) “APPLICABLE LAWS” shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Act, 2017 and any other law which may be promulgated or brought into force and effects hereinafter including bye-Laws, notification, ordinances, policies (CMJAY and PMAY), laws or order or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development/ Construction/sale of the Project.
- (c) “APARTMENT” shall mean the EWS or LIG unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- (d) “BUILDING” shall mean the building/tower/block in the Project comprising of Stilt +8 floors where the Allottee(s) has been allotted his “Unit”.
- (e) “APPROVED PLANS” shall mean the plans and designs of Project constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein, which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- (f) “BROCHURE” means brochure depicting details and specification of the Project (defined herein below) as circulated by the Promoter at the time of booking of Apartment.
- (g) “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).
- (h) “COMMON AREAS” shall mean and include Scheduled Land (as defined herein), and such common areas and spaces in the Project which are meant AND/OR reserved for common use and enjoyment of the occupants of the Project (as defined herein-below) and more particularly detailed in the Schedule- G attached hereto except as specifically excluded as per the terms of the Agreement.
- (i) “COMMON FACILITIES” shall mean and include such facilities and equipment in the Project which are meant AND/OR reserved for common use and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the Schedule- G attached hereto except as specifically excluded as per the terms of the Agreement.
- (j) “CONVEYANCE DEED” (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favor of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoter and the Maintenance Society through which the ownership of the Common Areas and Common Facilities is transferred in favor of Maintenance Society by the Promoter subject to and in accordance with the terms of this Agreement.
- (k) “INTEREST RATE” means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the acts and the rules.
- (l) “MAINTENANCE SOCIETY/RWA” shall mean a resident welfare association or cooperative society or body by whatever named called as the case may be, of the allottee(s) of Apartments in the Project under Chief Minister Jan Awas Yojana, 2015, which shall be formed for the management/maintenance of Common Area and Common Facilities.

For ARAVALI REALMART LLP

Designated Partner

- (m) **"OFFER / POSSESSION LETTER"** shall have the meaning ascribed under **Clause 6.2** of this Agreement.
- (n) **"PAYMENT PLAN"** shall have the meaning ascribed under **Schedule-J** of this Agreement.
- (o) **"PROJECT"** shall mean the affordable housing project under **Provision 3-A** of the **"Chief Minister Jan AwasYojana, 2015"**, comprising of Apartments, Common Areas and Common Facilities being developed upon the Scheduled Land as per Approved Plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws.
- (p) **"REGULATION"** means regulations made under the Act.
- (q) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- (r) **"SCHEDULE"** means the Schedule attached to this Agreement.
- (s) **"SECTION"** means the section of the Act.
- (t) **"SCHEDULED LAND"** shall have the meaning ascribed in **Schedule - C**
- (u) **"SUPER BUILT UP AREA"** includes area of rooms, kitchen, 50% of area of balcony/verandah, toilet, walls & proportionate common area of each Building permissible under the provisions of **"Chief Minister AwasYojana, 2015"**.
- (v) **"UNIT"** shall have the meaning ascribed in **Schedule - E** of this Agreement.
- (w) **"Booking Amount/ Earnest Amount"** means the 10% of Basic Sale Consideration of the said Unit.
- (x) **CMJAY**: - Chief Minister's Jan AwasYojana Policy-2015 & **PMJY**: - Pradhan Mantri AwasYojana.

II. 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 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Promoter is in lawful possession of land khasra no. 1719,1721 village-Makadwali, Main Sikar Road, Ajmer, Rajasthan, with a total area admeasuring of 5989.03 Sq. meter (hereinafter referred to as **"Scheduled Land"** and more particularly described in the **Schedule- C**).
- B. The Promoter has a legal title to the Scheduled Land with legally valid documents and is lawful owner of the Scheduled Land. The Scheduled Land was purchased by the Promoter from Gokulrams/o Sh. Suraj mal. The Conveyance deed was issued by ADA (Ajmer Development Authority) in favour of **Aravali Realmart LLP**. The Conveyance Deed/Lease Deed dated 06/12/2017 was registered on 13/12/2017 in the office of Sub-Registrar of Assurances in its Book No.1 Volume No. 529 at Page No. 114 bearing Serial No. 201703002107254.
- C. The Scheduled Land is free from all encumbrances.
- D. The Scheduled Land is earmarked for the purpose of development of an Affordable Group Housing project comprising of EWS/LIG apartments under Chief Minister Jan AwasYojana, 2015 and the Project shall be known as **"ARAVALI HOMES- II"**.
- E. The Promoter has planned and is in the process of constructing and developing Project upon the Scheduled Land after getting necessary permissions/approvals from competent authorities. The location details of the Project being developed upon Scheduled Land is fully described in **Schedule C**.
- F. The Project shall be registered with the Real Estate Regulatory Authority (**"Authority"**) and the project registration certificate shall be provided on the website of the company. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.
- G. The following approvals and sanctions have obtained in respect of the Project:
 - (a) Commencement Certificate to develop the Project granted by Ajmer Development Authority vide its letter no. v[fo]jzk@fu[j]l@i3@Hkou fuekZ.kvuqKk @2018@358 dated 11/12/2018. A copy of the same is enclosed herewith and marked as **Annexure- II Part A**.

For ARAVALI REALMART LLP

 Designated Partner

(b) The approved layout plan of the Project vide letter no v]fo]izk@fu]]l@i]3@Hkou fuekZ.kvuqKk/2018/358 dated 11/12/2018. A copy of the same is enclosed herewith and marked as **Annexure- II Part B.**

(c) Temporary fire NOC for the Project is Not Applicable.

(d) NOC for Airport Authority Of India is Not Applicable for height clearance for the Project.

(e) Environmental Clearance for the project is Not Applicable

(f) NOC for Public Health and Engineering Department is also Not Applicable.

- H. The Promoter agree and undertake that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including firefighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (1) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- II.**
- J. The details of salient features of the Project including access to the Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule- I** attached hereto.
- K. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- I** attached hereto.
- L. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- N** attached hereto.
- M. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- M** attached hereto.
- N. The Promoter has opened a separate account in Tonk Road branch Jaipur of HDFC Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- O. The Promoter are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the Project is being developed have been completed.
- P. The Allottee(s), being aware of the Project and details given above as well as in the Brochure, has applied for allotment and purchase of an Apartment in the Project vide booking/application form ("Application Form"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule I** (hereinafter referred to as "Booking Application Amount") as an advance payment/booking application amount, which is including application fee and which is not more than 10% of Basis Sale Consideration of Unit (as defined below) and agrees to make timely and complete payment of the balance of Total Payable Amount as well as other dues under this Agreement more particularly detailed in **Schedule- I** as per terms and conditions of this Agreement.
- Q. The Promoters have allotted Apartment in the Project to the Allottee(s) and pro rata share in the common areas of the Project (the layout plan of the said Apartment is annexed herewith as Annexure-III and more particularly described in the **Schedule- E** attached herewith and hereinafter referred to as the "Unit")
- R. The details of floor plan of the Unit and the Project is given in **Schedule- E.**
- S. The Allottee(s) has represented and assured the Promoter that the information, documentations, affidavits and assurances given by the Allottee(s) in and along-with the Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations as contained in Registration Form and this Agreement.
- T. 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 Project.

For ARAVALI REALMART LLP

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- U. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter. The parties also agree to abide by the terms and conditions as stipulated in booking forms.
- V. The Promoters have not made any other promises, assurances, representation in respect of the said unit/project except as specifically mentioned in this Agreement.
- W. In accordance with the terms and conditions set out in this Agreement and in Booking Form and based on affidavits and declarations at the time of registration and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee(s) hereby agrees to purchase the Unit in "ARAVALLI HOMES - 2" a project under "CHIEF MINISTER JAN AWAS YOJNA – PROVISION 3A"

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The basis sale consideration of the Unit including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit") is more particularly detailed in **Schedule-I**
- 1.3 The Basis Sale consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc. (hereinafter referred to as "Additional Payment") as detailed in **Schedule-I**
- 1.4 The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall collectively be referred to as "**Total Payable Amount**".
- 1.5 The Total Payable Amount above includes the booking application amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Schedule-I**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per terms of this Agreement.
- 1.6 The Total Payable Amount above includes taxes (comprising of taxes 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, by whatever name called) up till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Common Facilities to the Maintenance Society, after obtaining the completion certificate. However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/modification/introduction. Provided further that if there is any increase in the taxes after the expiry of the 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.7 That, the Unit is allotted to allottee(s) as per the **facts** mentioned by the allottee(s) in the Application form as per the terms & conditions **thereafter**.
- 1.8 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule - I** attached hereto ("**Payment Plan**") and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.9 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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Provided that if there is any new imposition or increase in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.10 As more particularly mentioned in **Schedule-I**, the Promoter has already received an advance/booking application amount from the Allottee(s) a sum out of the total Payable Amount and the Allottee(s) agrees and undertakes to pay the balance amount of the Total Payable Amount strictly in accordance with the Payment Plan as more particularly detailed in **Schedule-J**

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per the Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any due under this agreement.

- 1.11 The Promoter shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule - K** and **Schedule- L** in respect of the Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.12 The Promoter shall confirm to the final Carpet Area and Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Promoter shall recalculate the Total Payable Amount payable for the Super Built Up Area/Carpet Area upon confirmation. If there is reduction in the Carpet Area/Super Built Up Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area/Super Built Up Area, which is not more than three percent of the Carpet Area/Super Built Up Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Schedule - J** above.

- 1.13 Subject to **clause 8.3**, the Promoter agree and acknowledge that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- (a) The Allottee(s) shall have exclusive ownership of the Unit.
- (b) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is indivisible and cannot be 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 Common Facilities to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (c) That the computation of the price of the Unit includes recovery of price of Scheduled Land, construction of, not only the Unit but also, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as per the Brochure;
- (d) The Allottee(s) has the right to visit the Project site to assess the progress of development of the Project and the Unit.

- 1.14 The Allottee(s) if fails to occupy the Unit within one year from the date of Conveyance Deed of the Unit, the Promoter shall be entitled to cancel the allotment and allot the Unit to other applicant in the waiting list as per the provisions of Chief Minister Jan Awas Yojana, 2015.

- 1.15 The Allottee(s) agrees and understands Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which they shall be free to deal with, in accordance with Applicable Laws.

- 1.16 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.

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- 1.17 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s), which they have collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fail to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agree to be liable, even after the transfer of the Unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.18 That the Project shall always be known as "ARAVALI HOMES" II and the name of the Project shall not be changed except with the consent of the Promoter.
- 1.19 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing subsidy under CLSS (Credit Link Subsidy Scheme of Pradhan Mantri Awas Yojana –PMAY) as mentioned in Booking/Registration Form and the Allottee(s) would remain bound under this Agreement whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay the due payments to the Promoter, as the Payment Plan or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the **Clause 8.3** as stated in this agreement..
- 1.20 That Allottee(s) understands that Interest Subsidy on Home Loan under CLSS is a scheme presented in Pradhan Mantri Awas Yojana, and allottee(s) qualifies for interest subsidy on the merits of his/her income & other criteria decided by MHUPA (Govt. of India) time to time. Allottee(s) also understand that promoter is not responsible for the interest Subsidy of Allottee(s) and Allottee(s) has to do his own process to get the Home Loan sanctioned & disbursed against his Unit. Govt. of India shall hold promoter not responsible for any changes in policy. Allottee(s) is free to take home Loan from any financial institution and his allotment of Unit is not abide with sanction of his Home Loan.
- 1.21 Without prejudice to the rights of the Promoter under law, in case cheque given by the Allottee(s) in respect of any installment payable as per the Payment Plan gets dishonored then in such a scenario, Allottee(s) shall immediately make the payment of the said installment through cheque or demand draft and Allottee(s) shall be liable to pay to the Promoter, the amount which shall be payable to the bank in respect of dishonor of cheque. Further, after this all payment of all the remaining installment shall be paid by the Allottee(s) through demand draft.
- 1.22 Allottee(s) confirms that all information given in Application/Registration Form is true & Genuine; and any documents / affidavit submitted with company to obtain allotment are true & genuine. If at any point of time Promoter finds that the information & documentation submitted by Allottee(s) are false or vague, that promoter keep a complete right to cancel Allottee(s) allotment and forfeiting the entire money paid till such date.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Aravali REALMART LLP payable at Ajmer. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS

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

4. TIME IS ESSENCE

- 4.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities to the Maintenance Society.
- 4.2 Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

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5. CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT

- 5.1. The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unitas annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans 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 the Approved Plans, other than in the manner provided under the Act and the procedure agreed under **clause 1.10** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.
- 5.2. Notwithstanding anything contained herein, in case the Promoter are unable to commence the development of the Project any reason or the Promoter do not receive sufficient bookings for the Project, the Promoter shall be entitled to terminate this Agreement by giving one month prior written notice and refund all the amounts received from the Allottee(s) along-with interest computed at Interest Rate within 45 days from the date of such cancellation.

6. CONVEYANCE AND POSSESSION OF SAID UNIT

6.1 Schedule for possession of the Unit

The Promoter agree and understand that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Common Facilities to the Maintenance Society, is the essence of the Agreement. The Promoter assure to handover possession of the Unit along with ready and complete Common Areas and Common Facilities with all specifications, amenities and facilities of the Project in place on or before 22.09.2020 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 Project ("**Force Majeure**"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which 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, which shall be assessed by the Promoter (and such assessment shall be final and binding on the Allottee(s)), the Promoter shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for execution of Conveyance Deed of the Unit and taking possession

The Promoter, within 30 days of obtaining the occupancy certificate from the competent authority, shall *vide* offer letter ("**Offer/Possession Letter**") (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit and (ii) offer the possession of the Unit. The Promoter shall, subject to receipt of Total Payable Amount in respect of the Apartment as per Payment Plan and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in Common Areas and also handover possession of the Unit within three (3) months from the date of issuance of the occupancy certificate. The Promoter agree and undertake to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter are liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession (which shall be after the issuance of completion certificate for the Project) agree(s) to pay the maintenance charges as determined by the Promoter or Maintenance Society, as the case may be. The Promoter shall handover the occupancy certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on as is where is basis. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer etc.

6.3 Handing Over of Common Areas and Documents

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After obtaining the occupancy certificate it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas to the Maintenance Society within thirty days after obtaining the occupancy certificate.

6.4 Cancellation by Allottee(s)-

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

Provided that in case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Promoters, the promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the promoters to the concerned department/authority in respect of the unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without any interest after the sale of unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer.

6.5 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 terms of this Agreement, duly completed by the day specified in **Term No. 6.1** above : or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of 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 (45) 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 (45) days of it becoming due.

- 6.6 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or any other 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 Super Built Up Area/Carpet Area of Unit to the Super Built Up Area/Carpet Area of all of the Apartments in the Project. If the Promoter have 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 interest computed at the Interest Rate 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.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (a) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Project.
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (c) There are no encumbrances upon the Scheduled Land or the Project.
- (d) There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Common Facilities.

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- (f) The Promoter have 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.
- (g) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land (except the Development Agreement), including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (i) At the time of registration of the Conveyance Deed of the Unit the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Common Facilities to the Maintenance Society.
- (j) The Scheduled 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 Scheduled Land.
- (k) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project (except the taxes mentioned in Clause 6.6 which shall be paid according to the said Clause) to the competent authorities till Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Maintenance Society, respectively.
- (l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Scheduled Land and/or the Project.
- (m) The Promoters shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and /or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

8. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (a) The Promoter fail to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in Clause 6.1 above in this Agreement or fail to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (b) Discontinuance of the Promoter business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (a) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (b) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination notice:

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

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

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- (a) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan and /or other payments under this Agreement, despite having been issued notice in that regard;
- (b) Delay/default by Allottee(s) under Clause 8.3 (a) above continues for two (2) month after demand notice from the Promoter in this regard;
- (c) After the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (d) After the issuance of Offer Letter as per Clause 6.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (e) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (f) Violation of any of the Applicable Laws on the part of the Allottee(s).

8.4 The Promoters' rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:

- (a) Upon occurrence of event of default mentioned in Clause 8.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (b) Upon occurrence of event of default mentioned in Clause 8.3(b) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard.
- (c) Upon occurrence of event of default mentioned in Clause 8.3 (c), (d), (e) and (f) the Promoters shall have the option to terminate this Agreement as mentioned in clause 8.4(b); Further in case of event of default under Clause 8.3 (c) till the time Promoters exercise the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 8.4 (a); (b) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges @ Rs. 2/- per sq. feet per month on Super Built up Area of the Unit; (d) recover taxes mentioned in Clause 6.6; (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 8.3 (c) and Allottee(s) hereby authorizes the Promoters for the same.
- (d) 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 interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

8.5 Upon termination of this Agreement by the Promoter as per 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 such new allottee/buyer::

- (i) The Earnest Amount;
- (ii) All taxes, Duties, Cess, etc. deposited by the Promoters to the concerned department/ authority in respect of the Unit;
- (iii) The interest and charges paid/ payable by the Allottee(s) to the Promoter as per Clause 8.4 (a) and /or 8.4 (c) if applicable;

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

9. MAINTENANCE / AMENITIES OF THE PROJECT

9.1 That until the handover of the Common Areas and Common Facilities to the Maintenance societies in accordance with the Act and Chief Minister Jan Awas Yojana-2015 the Promoter shall maintain the Common Areas and Common Facilities at reasonable actual charges+ 15% along with applicable taxes, however, one month maintenance charges from the date of occupancy certificate/completion certificate has been included in Total Payable Amount for the Unit.

That a Maintenance Society in accordance with Chief Minister Jan Awas Yojna-2015 of allottee(s) of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Common Facilities as described in Schedule - G hereunder and/or with such other object or

purpose and in such manner and to such extent as the Promoter and or Maintenance Society may decide from time to time keeping in view the best interest of the allottee(s) of apartments in the Project. The allottee(s) of all the Apartments shall become the members of the Maintenance Society. The Allottee(s) agrees and undertakes to abide by and comply with byelaws and rules and regulation of such Maintenance Society. Until the formation of the Maintenance Society under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas Common Facilities and shall have all the rights and authorities of the Maintenance Society, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities. The Promoter shall handover the management/maintenance of the Common Areas and Common Facilities upon formation of the Maintenance Society under the applicable laws to the Maintenance Society, and the Maintenance Society will take care of the common areas and common facilities in the project. Further the promoter shall handover the Maintenance Corpus fund to the Maintenance Society **without any interest** under the provisions of CMJAY-2015. **The maintenance corpus fund shall be Rs. 50.00 per sqfts of super built up area.** The maintenance corpus fund shall be charged in addition to the basic sale price and shall be payable at the time of registration of lease deed.

- 9.2 That as and when the Common Areas and Common Facilities shall be handed over to the Maintenance Society, the Maintenance Society will remain responsible for maintenance, repairs, safety and security of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of any such possession to the Maintenance Society.
- 9.3 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Byelaws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Common Facilities to Maintenance Society as per the Act, it shall be the sole responsibility of the Maintenance Society, to run and maintain the Common Areas and Common Facilities, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Common Facilities recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Society, from time to time & regularly.
- 9.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Common Facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Society and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Society from time to time.
- 9.5 Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Maintenance Society and any decisions taken by the Maintenance Society as per it Bye-Laws.
- 9.6 The Promoter has made provisions for overhead and underground water tank for supply of water as per the requirement assessed by the Promoter. The Allottees(s) shall bear the proportionate charges for potable water procured from Municipality, Bisalpur Line, Water Works Department and / or from outside vendor in case of any such shortfall.
- 9.7 **Club House:**

The Promoter has designed a club house / facility area/ society hall / recreation areas and will run and manage by the maintenance society wherein the Allottee(s) shall be liable to pay necessary charges as may be determined by the society for availing facilities/services of the club house/ facility area/ society hall / recreation areas. The rights to use the facilities and services is conditional provided the Allottee(s), their occupants including contractors, invitees, licenses, employees and agents exercise such right in accordance with provision of the Bye-laws/Policy/Guidelines so provided.

That the Allottee(s) will be a member of the club house/facility area/society hall/recreation areas and shall be liable to make all payment and charges as may be decided from time to time by the Promoter or Resident Association.

10. DEFECT LIABILITY

- 10.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case the Allottee(s) and/or any reasonable wear and tear cause any damage to the Unit and/or any damage caused due to Force Majeure shall not be covered under defect liability period.
- 10.2 The Promoter shall make Fire Safety Measures as prescribed by the concerned authorities if, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005, additional fire safety measures are undertaken, then the allottee shall pay on demand the

additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter, which shall be final and binding on the Allottee.

11. INDEMNIFICATION

11.1 The Allottee(s) shall, without prejudice to any other rights of the Promoters, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoters, from and against third party claims, demands, actions, suits, proceedings, judgments, order, damages, costs, losses and expenses of any nature whatsoever brought against the Promoters or which the Promoters may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/ covenants of this Agreement and /or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligation under the applicable Central and/ or State and local laws and /or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoters and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoters within the time prescribed in Clause 20 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per clause 20 and/or (vii) termination of this Agreement by the Promoters due to any default/delay on the part of the Allottee(s).

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

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

12. 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.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS

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

14. USAGE

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

15.1 The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expense.

15.2 Subject to **clause 9 above**, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

For ARAVALI REALMART LLP

Designated Partner

- 15.3 The Allottee(s) further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 15.4 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Maintenance Society and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter/Maintenance Society, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.5 The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Society and that any external agency would be detrimental to the interest of the Unit's/ Building's/Project's maintenance and upkeep. However, the Maintenance Society shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- 15.6 The Allottee(s) agrees to abide by and comply with the byelaws or housing rules or such rules, which may be issued from time to time by the Maintenance Society in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 15.7 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use. It is in the interest of the Allottee(s), to help the Maintenance Society in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Maintenance Society would be free to restrict and regulate the entry of visitors into the Building/ Project.
- 15.8 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- 15.9 Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated and shall dispose the waste by following the waste disposal mechanism of the Project.
- 15.10 It is in the interest of the Allottee(s), to help the Residents Association in effectively keeping the Unit and/ or the Project secured in all way, For the Purpose of Security, the Residents Association would be free to restrict and regulate the entry of visitors into the building/Project.
- 15.11 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Project and/or the Unit.
- 15.12 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 15.13 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.14 Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Maintenance Society and the Promoter/Maintenance Society may permit the same subject to appropriate conditions.
- 15.15 The Allottee(s) shall observe all terms and conditions of this Agreement, and also those of the license/approvals granted to the Promoter, for the development of the Project under Chief Minister Jan Awas Yojana-2015 and shall also abide by all the laws, bye-laws, rules, regulations and policies thereto of said Chief Minister Jan Awas Yojana-2015 or as imposed by any Authority(s).
- 15.16 The Allottee(s) shall ensure complete safety of material and the equipment kept in the Apartment/Unit, to be used or useable in the interior works undertaken by the Allottee(s) and the Promoters/Residents Association shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoters/Residents Association shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Apartment/Unit or any job or work relating thereto, such liabilities or claim, if any shall be satisfied by the Allottee(s) itself/himself/themselves. The Allottee(s) shall indemnify and keep the Promoters/Residents Association harmless against all such claims or liabilities.

- 15.17 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. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the Maintenance Agency/Society, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbors and also does not hamper the aesthetics of the Project.
- 15.18 The Allottee(s) agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.
- 15.19 That the Allottee(s) shall permit the Promoters/Residents Association or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee(s) 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 Promoters/Residents Association to the Allottee(s).
- 15.20 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications, Chief Minister Awas Yojana, 2015 applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertake 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 per the requirement of the architect and /or as provided in the Act.

18. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs etc. as may be required by the Allottee(s).

19. 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 (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar **AJMER** 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(s) 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

For ARAVALI REALMART LLP

 Designated Partner

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses and/ or subsequent allottee(s) / assignees/ nominees/ endorser(s)/ family member of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and/ or subsequent allottee(s)/ assignees/ nominees/ endorser(s) / family members of the Allottee(s) in the Unit is permissive or hostile.

23. BROKERAGE

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

24. WAIVER NOT A LIMITATION TO ENFORCE

- a. The Promoter may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottee(s).
- b. Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

25. 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 the 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.

26. 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 allottee(s) in the Project, the same shall be the proportion which the Carpet Area/Super Built Up Area of the Unit bears to the total Carpet Area/Super Built Up Area of all the Apartments in the Project, as the case may be.

27. 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.

28. 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 **AJMER**, RAJASTHAN after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar at **AJMER**, RAJASTHAN. Hence this Agreement shall be deemed to have been executed at **AJMER**, RAJASTHAN.

29. NOTICES

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

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

For ARAVALI REALMART LLP

Designated Partner

30. JOINT ALLOTTEE

That in case there are Joint Allottee(s), 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).

31. SAVINGS

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

32. GOVERNING LAW

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

33. DISPUTES

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

33.2 In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

Passport size photograph (First- Allottee)	Pass port size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name:) (First-Allottee)	Signature (Name:) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

PROMOTER For and on behalf of M/s	ARAVALI REALMART LLP
Name	Mr.Amit Kumar
Signature	
Designation	Authorized Signatory

For ARAVALI REALMART LLP

Designated Partner

WITNESSES	
1- Signature	
Name	:
Address	:
2- Signature	
Name	:
Address	:

SCHEDULE-A
(Description of the Allottee)

ALLOTTEE

Name	
Aadhar No	
Son of	
Aged	
Resident office	
PAN No	

JOINTLY WITH

Name	
Aadhar No	
Wife of	
Aged	
Resident office	
PAN No	

SCHEDULE-B
Building/tower/block No. in the Project comprising of Stilt + 8Floors, where the Allotte(s) has been allotted his unit.

SCHEDULE-C)
(Description of the Scheduled Land)

1.

<u>Name of Revenue village and Tehsil</u>	<u>Khasra No.</u>	<u>Area (in meters)</u>
Gram-Makadwali, Ajmer	Plot.No. 1719,1721,	5986.85Sq.meter
	Total Area	5986.85Sq.meter

2. The Piece and Parcel of the Plot of land at site is bounded on the: -
In North – **Road**
In South – **Other Land**
In East – **Other Land**
In West – **Other Land**

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

In North – 25°32'11"N/72°63'25.92"E
In South – 25°32'12.91"N/72°63'17.98"E
In East – 25°32'14.36"N/72°63'12.77"E
In West – 25°32'10.38"N/72°63'08.53"E

For ARAVALI REALMART LLP

Designated Partner

4. Other details of the location of the Project – **Khasra no. 1719/1721**, Gram/Village - Makadwali, Sikar Road, Ajmer, Rajasthan

5. Location Map



SCHEDULE-D

(Address where notice(s) is to be posted)

Promoter	Allottee(s)
M/s AravaliRealmart LLP Registered office-: J-17, Behind IOC Petrol Pump, Sahakar Marg, scheme, Jaipur	Allottee No. 1:
Corporate office-: C-13, 1 st Floor, Above Bikaner Sweets, Vaishali Nagar, Ajmer (Raj.)	Allottee No. 2:

SCHEDULE- E

(Details of the unit)

(i)	Apartment No:	
(ii)	Floor No:	
(iii)	Carpet Area EWS	
(iv)	Carpet Area LIG	
(v)	Exclusive balcony area	
(vi)	Build-up Area EWS	
(vii)	Build-up Area LIG	
(vi)	Super Build Up Area EWS	
(vii)	Super Build Up Area LIG	
(viii)	Type of Apartment	
Promoter shall earmark 2 nos. two wheeler parking for LIG type unit and 1 nos. two wheeler parking for EWS type unit for the Alloottee(s) at the time of conveyance deed.		

For ARAVALI REALMART LLP
[Signature]
Designated Partner

SCHEDULE- F
(Floor plan of the Apartment and Block/ Tower in the Project)



EWS FLAT PLAN

EWS FLAT AREA CALCULATION

FLAT AREA = 34.25 Sq.mt
 50% BALCONY AREA = 0.715 Sq.mt
 LIFT, STAIR & CORRIDOR AREA = 70.97/7 = 10.13 Sq.mt
 TOTAL SUPER BUILT UP AREA = 45.09 Sq.mt (485.26 Sq.ft.)
 CARPET AREA = 29.99 SQ.MT.



LIG FLAT PLAN

LIG FLAT AREA CALCULATION

FLAT AREA = 52.03 Sq.mt
 50% BALCONY AREA = 0.77 Sq.mt
 LIFT, STAIR & CORRIDOR AREA = 94.72/12 = 7.89 Sq.mt
 TOTAL SUPER BUILT UP AREA = 60.69 Sq.mt (653.06 Sq.ft.)
 CARPET AREA = 46.59 SQ.MT.

For ARAVALI REALMART LLP

Aravali
 Designated Partner



LIG FLAT PLAN

LIG FLAT AREA CALCULATION

FLAT AREA = 45.07 Sq.mt
 50% BALCONY AREA = 0.80 Sq.mt
 LIFT, STAIR & CORRIDOR AREA = 132.80/16 = 8.30 Sq.mt
 TOTAL SUPER BUILT UP AREA = 54.17 Sq.mt (583.00 Sq.ft.)
 CARPET AREA = 40.03 SQ.MT



LIG FLAT PLAN

LIG FLAT AREA CALCULATION

FLAT AREA = 60.19 Sq.mt
 50% BALCONY AREA = 2.40 Sq.mt
 LIFT, STAIR & CORRIDOR AREA = 132.80/16 = 8.30 Sq.mt
 TOTAL SUPER BUILT UP AREA = 70.89 Sq.mt (763.00 Sq.ft.)
 CARPET AREA = 54.18 SQ.MT

SCHEDULE- G

(Details of Common Area, facilities and amenities of the Project)

- Street Lights.
- Guard room
- Roads & pavement
- Transformers
- Parking Space
- Kids Garden
- Community Center
- Rain Water Harvesting
- Underground & Overhead Water Tank
- Sewerage Treatment Plant
- Commercial Space
- Park
- Water Supply

SCHEDULE- H

(Detailed Plan of Development Works to be undertaken)

- Underground Water Tank will be provided.
- Overhead Water Tank will be provided for each Block.
- Sewerage Treatment Plant.
- Street Lights.
- Park Developments.
- Rain water harvesting.
- Community hall
- Guard Room
- Roads & Pavement
- Transformers

SCHEDULE-I

(Details of Advance Payment)

The Allottee(s) has paid Rs./- (Rupees:) to the Promoter as advance at the time of booking vide application/booking dated in the below mentioned manner:

Cheque No	Bank Name	Dated	Amount

SCHEDULE- J

(Payment Details)

- Details of Basic Sale Consideration and Additional Payments:-

The basic sale consideration of the Unit is Rs. (Rupees), including consideration for exclusive balcony ("Basis Sale Consideration").

The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc ("Additional Payments")

(a) Escrow Corpus Fund of Rs. (Rupees);

(b) Interest free maintenance security deposit ("IFMD") Rs. (Rupees);

(c) Estimated Service Tax/GST as per prevailing rates of Rs. (Rupees);

- Balance Consideration:-

The Allottee(s) hereby agrees to pay balance amount of Rs. (Rupees) of the Total Payable Amount.

List	Amount Payable	
	EWS	LIG
1. At the time of Booking / Registration	50,000/-	75,000/-
2. At the time of Allotment of Unit	39,000/-	50,000/-
3. Rest of the amount should be paid as below:-		
a. On Start of Plinth level	20%	20%
b. On Start of 2 nd Floor Slab	20%	20%
c. On Start of 5 th Floor Slab	20%	20%
d. On Start of 8 th Floor Slab	20%	20%
e. On Start of Plaster	5%	5%
f. On Handover of Flat	5%	5%

SCHEDULE - K

(Specifications, Facilities, Amenities which are part of the Unit which shall be in conformity with the advertisement, Brochure etc. circulated by the Promoter at the time of booking of the Apartments in the Project)

- Underground Water Tank will be provided.
- Overhead Water Tank will be provided for each Block.
- Sewerage Treatment Plant
- Street Lights
- Park Developments
- Rain Water Harvesting
- Community Hall
- Guard Room
- Road and Pavements
- Transformers.

SCHEDULE - L

(Specifications, Facilities, Amenities Internal /External Development works etc. which are part of the Unit which shall be in conformity with the advertisement, Brochure circulated by the Promoter at the time of booking of the Apartment in the Project)

- Earthquake Resistant Structure
- Sufficient Parking Space
- Kinds Garden
- Community Hall
- Rain Water harvesting
- Power back-up for common areas
- Underground & Overhead Water Tank
- Sewerage Treatment Plant
- Green Environment
- Commercial Space for Medical General Store
- Park- 10% of the total land area
- Regular Water Supply.

For ARAVALI REALMART LLP

 Designated Partner

SCHEDULE- M

(Stage Wise Time Schedule of Completion of Project)

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	22 March 2018	
2.	Completion of development works (internal/external development works).		
(A)	Brick work, Plaster, Doors/Windows Chowkhat, Tiles, Sanitary & Electrical piping	30 March 2021	
(B)	Sanitary fittings, Electrical fittings, Paint, Doors, Windows	30 June 2021	
3.	Provision of Civic infrastructure like Water, Electricity, Sanitation		
	Finishing	22 September 2021	

SCHEDULE-N

(Details of specification of material used in construction)

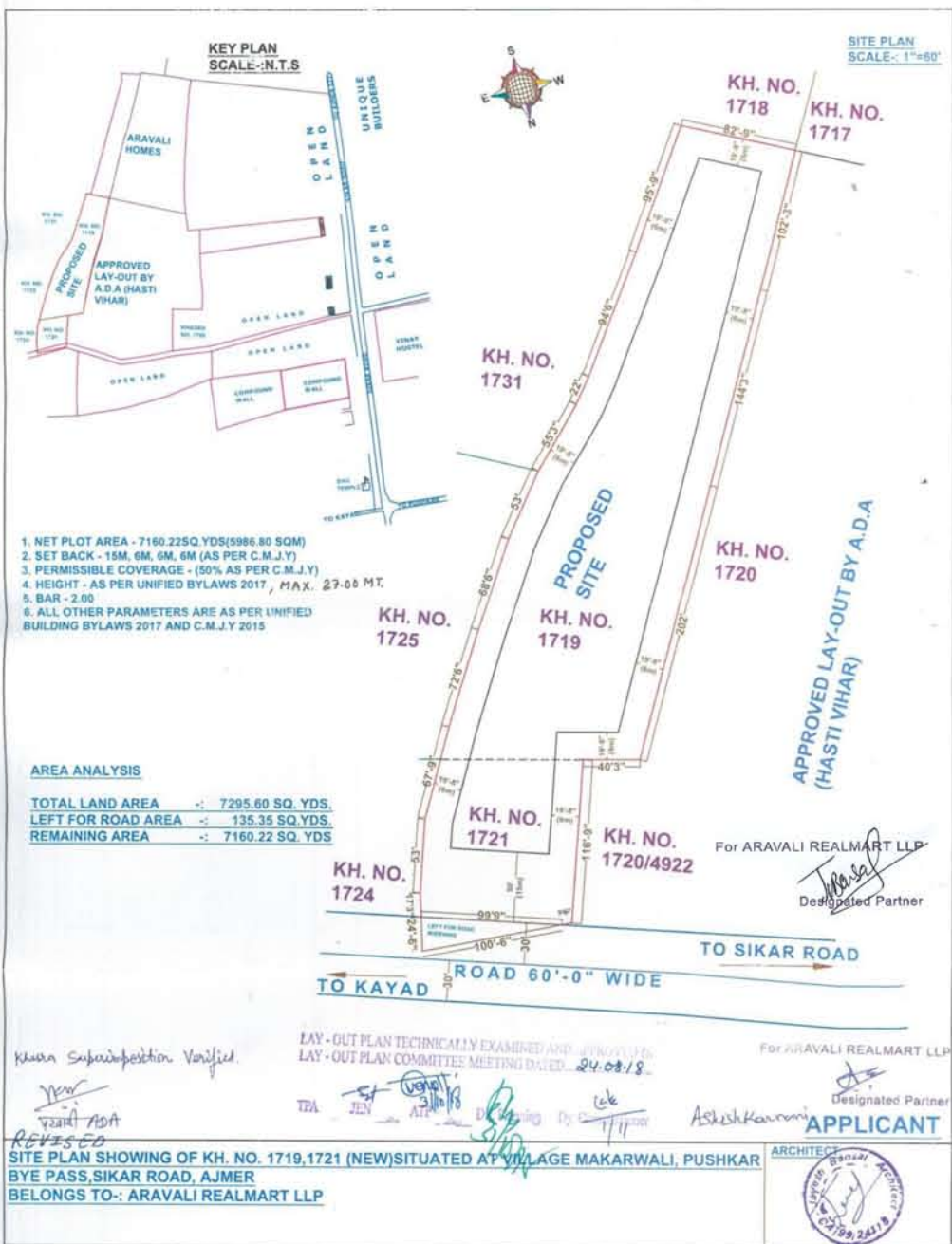
- ISI marked PPC cement.
- ISI marked Fe500 grade steel.
- Antiskid tiles in balcony and Kitchen.
- Ceramic or equivalent Good quality tiles in bedroom, kitchen and hall.
- Good quality Sink and green marble counter in kitchen.
- Painted/laminated flush doors.
- M S Windows.
- M S Railing in Balcony.
- Kota stone or Equivalent stone in staircase.
- Sanitary – ISI marked Sanitary ware.
- Electrical – ISI marked Electrical Fittings.
- Good quality paint on inner & outer walls

For ARAVALI REALMART LLP



Designated Partner

(Approved layout plan of the Project)



Parking Area of the Project

EWS	:-	300 flats 300 flats x 1 Two Wheeler per flat = 300 Two Wheelers
LIG	:-	263 flats 263 flats x 2 Two Wheeler per flat = 526 Two Wheelers
Parking for Commercial	:-	9 Two Wheeler +9 Cars
Total Two Wheeler Parking	:-	300 + 526 + 9 = 835 Two Wheeler
Total Car Parking	:-	9 cars
Each Two Wheeler Parking Space:-		1 meter x 2 meters
Each Car Parking Space	:-	2.50 meters x 5.00 meters

अजमेर विकास प्राधिकरण, अजमेर

क्रमांक : अविप्रा./ प.3/भवन मानचित्र अनुज्ञा/18 358

दिनांक 11/12/18

अरावली रियल मार्ट, एलएलपी
जरिये आशिष करनानी
कार्यालय जे-17, आई.ओ.सी. पेट्रोल पम्प के पीछे,
नेहरू सहकार मार्ग, लाल कोठी स्कीम
जयपुर- 302015

विषय :- राजस्व ग्राम माकड़वाली के खसरा नम्बर 1719, 1721 क्षेत्रफल 5986.80 व.मी. के मुख्यमंत्री जन आवास योजना के तहत ईडब्ल्यूएस/एलआईजी ग्रुप हाऊसिंग (आवासीय) प्रयोजनार्थ भवन मानचित्र स्वीकृति बाबत।

संदर्भ :- भवन मानचित्र समिति (बिल्डिंग प्लान) की बैठक दिनांक 20.09.2018 के प्रस्ताव सं. 01 के निर्णय के क्रम में।

महोदय,

उपरोक्त विषयान्तर्गत एवं सन्दर्भित के क्रम में आप द्वारा मुख्यमंत्री जन आवास योजना, 2015 एवं एकीकृत भवन विनियम, 2017 के तहत ग्रुप हाऊसिंग (आवासीय) प्रयोजनार्थ भवन मानचित्र स्वीकृति बाबत प्रस्तुत किये गये हैं। भवन नियोजन समिति की बैठक दिनांक 20.09.2018 के प्रस्ताव सं. 01 में लिये गए निर्णय की अनुपालना में निम्नांकित शर्तों के साथ भवन मानचित्र अनुमोदित कर जारी किये जा रहे हैं:-

1. उक्त संशोधित स्वीकृति एकीकृत भवन विनियम, 2017 के तहत जारी की गई है।
2. लीज डीड की सभी शर्तें लागू होगी।
3. एकीकृत भवन विनियम, 2017 के नियम 15.1 अनुसार अनुज्ञा प्राप्ति के दो वर्ष के भीतर अथवा कार्य प्रारम्भ करने के छः माह के अन्दर, जो भी कम हो, अनुज्ञाधारी को भवन निर्माण कार्य प्रारम्भ करने के आशय की सूचना सक्षम अधिकारी को देनी होगी, उक्त भवन मानचित्र स्वीकृति माह नवम्बर 2025 तक प्रभावी रहेगी।
4. जिस प्रयोजनार्थ भवन निर्माण स्वीकृति जारी की जा रही है, उसी प्रयोजनार्थ भवन निर्माण करवाया जावेगा।
5. उक्त स्वीकृति निम्नानुसार दी गई है :-

क. सं.	मापदण्ड	जन आवास योजना, 2015 एवं एकीकृत भवन विनियम, 2017 के अन्तर्गत स्वीकृति हेतु समिति द्वारा अनुमोदित
(I)	सेट बैक्स (न्यूनतम)	
	अग्र	15.0 मी.
	साईड प्रथम	6.0 मी.
	साईड द्वितीय	6.0 मी.
	पीछे	6.0 मी.
(II)	ऊँचाई (सड़क तल से)	26.60 व.मी.
(III)	मंजिल	स्टिक्ट+8
(IV)	बेसमेंट	नहीं
(V)	आच्छादन	37.01% (2215.84 व.मी.)
(VI)	बी.ए.आर	2.836 (16979.98 व.मी.)

6. आप द्वारा एकीकृत भवन विनियम, 2017 की धारा 15.2 के अनुसार भवन निर्माण प्रारम्भ करते समय एक सूचना पट्ट मोके पर लगाया जावेगा। जिसमें सम्बन्धित आयुक्त/उपायुक्त संबंधित जोन व प्रवर्तन अधिकारी के टेलीफोन नम्बर इत्यादि अंकित किये जाने होंगे, अनुमोदित मानचित्र की सूचना एवं अनुमादन की शर्तों के साथ वास्तुविद्, भवन मालिक व ठेकेदार का नाम भी अंकित करेगा। यदि भवन निर्माण के समय मौके पर उक्त वर्णित प्रदर्शित (डिस्प्ले) नहीं है तो संबंधित जोन उपायुक्त द्वारा निर्माण कार्य तुरंत प्रभाव से रुकवा दिया जायेगा। निर्माण के दौरान अनुमोदित मानचित्र की एक प्रति आवश्यक रूप से निर्माणकर्ता द्वारा मोके पर रखी जावेगी।
7. आप द्वारा एकीकृत भवन विनियम, 2017 की धारा 15.3 (iii) के अनुसार आपका प्रस्तावित भवन 15 मीटर से अधिक ऊँचाई का है, जो कि अधिक जोखिम (High Risk Building) के अन्तर्गत आता है। अतः आप द्वारा प्लिन्थ लेवल तक निर्माण पूर्ण होने की सूचना निर्धारित प्रपत्र में आवश्यक रूप से सम्बन्धित उपायुक्त जोन (उत्तर) को दी जानी होगी, यदि इसकी अनुपालना आप द्वारा नहीं की जाती है तो जारी अनुज्ञा को वापस ले लिया जावेगा। यदि प्लिन्थ का निर्माण भवन विनियमों एवं स्वीकृत भवन मानचित्रों के विपरीत किया जाना पाया जाता है तो संबंधित उपायुक्त द्वारा तीन दिवस में निर्माण कार्य बन्द करवाने की कार्यवाही की जावेगी।
8. तकनीकीविज्ञ के निरीक्षण में निर्माणकर्ता द्वारा निर्माण कार्य करवायेगा जिसके संबंध में सूचना प्राधिकरण को पूर्व में देनी होगी। यदि तकनीकीविज्ञ को बदला जाता है तो इसकी सूचना 48 घण्टों में यथोचित प्रमाण-पत्र में प्राधिकरण को देनी होगी।

For ARAVALI REALMART LLP

Designated Partner

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अजमेर विकास प्राधिकरण, अजमेर

9. पर्यावरण संरक्षण अधिनियम 1986, जल संरक्षण अधिनियम 1974 एवं वायु संरक्षण अधिनियम 1981, के प्रावधानों की नियमानुसार अनुपालना करनी होगी। एकीकृत भवन विनियम, 2017 की धारा 8.12 के अनुसार एवं 8.12.3.1 में उल्लेखित पर्यावरणीय शर्तों का पालन किया जाना होगा।
10. एकीकृत भवन विनियम, 2017 की धारा 14.15 के क्रम में अग्नि शमन एवं भूकम्परोधी के प्रावधान नेशनल बिल्डिंग कोड ऑफ इण्डिया के अनुसार प्रार्थी द्वारा अपने स्तर पर भवन में मौके पर प्रदान करने होंगे एवं आप द्वारा यू.डी.एच. के पत्र दिनांक 27.06.2017 के बिन्दु संख्या 5 के अनुसार अग्निशमन की अनापत्ति प्रमाण पत्र पूर्णता प्रमाण पत्र के समय प्रस्तुत करना होगा।
11. भवन का उपयोग प्रारम्भ होने पर एक केयर टेकर की नियुक्ति की जाये जिसके पास भवन का मानचित्र, सुरक्षा एवं निकास प्लान उपलब्ध रहे। इस प्रकार नियुक्त केयर टेकर के मोबाइल नम्बर एवं लैण्डलाइन नम्बर भी लिये जाकर पुलिस अधीक्षक अजमेर व अधोहस्ताक्षरकर्ता को सूचना उपलब्ध करवाई जावे ताकि किसी भी दुर्घटना की स्थिति में बचाव कार्य प्रभावी रूप से किये जा सके।
12. जल के शुद्धीकरण हेतु रीसाइक्लिंग की व्यवस्था करनी होगी। शुद्धीकृत जल का उपयोग बागवानी तथा प्लेश के उपयोग में लिया जा सकेगा। शौचालय के अपशिष्ट जल के शुद्धीकरण हेतु आवश्यकतानुसार सीवरेज ट्रीटमेंट प्लांट स्थापित किया जाना होगा तथा परियोजना में से उत्पन्न होने वाले सालिड एवं लिक्विड वेस्ट को निष्पादन राजस्थान राज्य प्रदूषण नियंत्रण मण्डल द्वारा निर्धारित पैरामीटर्स के अनुसार किया जायेगा।
13. एकीकृत भवन विनियम, 2017 की धारा 8.11.4 (i) के क्रम में ग्रुप हाउसिंग के भूखण्डों में सॉलिड वेस्ट डिस्पोजल के लिए प्रत्येक 30 फ्लेट्स अथवा आवास ईकाईयों अथवा उसके अंश पर 2 कचरापात्र का प्रावधान आवश्यक होगा, जिसमें 1 पात्र 0.67 क्यूबिक मीटर का नॉन बायोडिग्रेडेबल तथा 1.33 क्यूबिक मीटर पात्र बायोडिग्रेडेबल अपशिष्ट हेतु होगा। इन्हें भूतल पर ऐसे स्थान पर रखा जावेगा, जहां से सफाई कर्मचारी द्वारा आसानी से उठाया जा सके।
14. एकीकृत भवन विनियम, 2017 की धारा 8.11.3 (i) के क्रम में प्रत्येक 80 वर्ग मी. क्षेत्रफल के लिए कम से कम एक वृक्ष के अनुपात में बड़े वृक्ष जो 6 मी. या इससे अधिक ऊंचाई ग्रहण कर सकते हों, लगाने होंगे। इस प्रावधान की अनुपालना नहीं करने पर 1000/- प्रति वृक्ष की दर से राशि स्थानीय निकाय में जमा करानी होगी, जिस राशि का उपयोग उस भूखण्ड पर वृक्ष लगाने में किया जाएगा।
15. वर्षा के पानी द्वारा भू-गर्भ का जल स्तर बढ़ाने हेतु रैनवाटर हार्वेस्टिंग संरचना का निर्माण कानूनन अनिवार्य है।
16. विद्युत, नलकारी जल एवं मल निकास हेतु नेशनल बिल्डिंग कोड ऑफ इण्डिया में वर्णित प्रावधानों का पालन आवश्यक होगा।
17. भवन निर्माण में आंतरिक मानदण्ड बाबत जिन विषयों पर ब्यौरा यहाँ नहीं दिया गया है तथा भवन का संरचनात्मक अभिकल्पन एवं सुरक्षा नेशनल बिल्डिंग कोड ऑफ इण्डिया के उपबंधों के अनुसार होगा।
18. भूखण्ड पर किये जाने वाले निर्माण पर अगर किसी भी प्रकार का सर्वेस टैक्स अथवा अन्य कोई टैक्स देय होता है तो इसकी पूर्ण जिम्मेदारी आवेदक की होगी। नगरीय विकास विभाग के पत्र क्रमांक प.18 (25)नवि/सामान्य/2014 दिनांक 27.06.2017 के अनुसार नियमानुसार लेबर सेस की राशि विकासकर्ता द्वारा अपने स्तर पर श्रम विभाग में जमा करावाकर पूर्णता प्रमाण पत्र आवेदन के समय भुगतान की रसीद प्रस्तुत करनी होगी, अन्यथा पूर्णता प्रमाण पत्र जारी नहीं किया जायेगा।
19. स्वीकृत प्लान के विरुद्ध निर्माण किये जाने एवं भवन निर्माण में निर्धारित मानदण्डों के उल्लंघन होने पर/ निर्माण मानक स्तर के अनुरूप नहीं होने पर निर्माण को रोका जाकर, अजमेर विकास प्राधिकरण अधिनियम, 2013 के तहत अवैध निर्माण को अवि.प्रा. द्वारा ध्वस्त किया जा सकेगा, जिसका समस्त व्यय भू-स्वामी द्वारा वहन किया जायेगा।
20. एकीकृत भवन विनियम, 2017 की धारा 18.4 के क्रम में अजमेर विकास प्राधिकरण, अजमेर द्वारा निर्माण स्वीकृति को स्वामित्व का आधार नहीं माना जायेगा एवं विवादित स्वामित्व की भूमि पर दिये गये निर्माण स्वीकृति के लिये सम्बन्धित निकाय जिम्मेदार नहीं होगा, क्योंकि निर्माण स्वीकृति केवल मात्र प्रशंगत भूमि पर क्या निर्माण किया जा सकता है अथवा अनुज्ञेय है यही दर्शाता है।
21. एकीकृत भवन विनियम, 2017 की धारा 18 की अनुपालना में गलत तथ्यों पर प्राप्त की गई अथवा तथ्यों को छुपाकर प्राप्त की गई स्वीकृति स्वतः निरस्त मानी जायेगी एवं ऐसी निर्माण स्वीकृति प्राप्त होने के लिए आवेदनकर्ता को दोषी माना जायेगा। अजमेर विकास प्राधिकरण अधिनियम 2013 के तहत कार्यवाही करने को स्वतंत्र होगा।
22. प्रशंगत प्रकरण की किसी भी न्यायालय में यदि लम्बित है तो इसकी समस्त जिम्मेदारी आवेदक की होगी। यदि मानचित्र जारी होने के पश्चात यह अवगत हुआ कि किसी भी माननीय न्यायालय में प्रकरण लम्बित है अथवा विपरीत निहित है तो मानचित्र स्वतः ही निरस्त समझे जावेगा तथा उक्त स्वीकृति के कारण यदि अजमेर विकास प्राधिकरण को किसी न्यायालय सक्षम अधिकारी तथा नगर भूमि (अधिकतम सीमा एवं विनियम) अधिनियम के तहत नियुक्त अधिकारी के समक्ष किसी कार्यवाही में कोई भी खर्च, नुकसान, मुआवजा देना पड़े या देने योग्य हो तो प्रार्थी उनकी इस क्षति को पूर्ण करने के लिए बाध्य होगा।
23. अनुमोदित भवन मानचित्रों को भवन निर्माण शुरू किये जाने के समय भवन निर्माता द्वारा एक बोर्ड पर सम्पूर्ण ब्यौरा, सहित जो पठनीय हो, को ऐसे स्थल पर (मुख्य सड़क की और) लगाया जावे, जिससे सभी लोगो को निर्मित किये जाने वाले भवन के अनुमोदन की पूर्ण जानकारी प्राप्त हो सके। तथा

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अजमेर विकास प्राधिकरण, अजमेर

निर्माण स्थल पर स्वीकृति का विवरण अर्थात् अनुमोदित मानचित्र उपलब्ध पार्किंग की सूचना एवं भवन में सुरक्षा एवं निकास प्लान का नक्शा भी प्रदर्शित उपयुक्त स्थान पर प्रदर्शित किया जावे। भवन निर्माण के समय सामग्री से आसपास के भवनों के निवासकर्ताओं को किसी प्रकार की असुविधा न हो, इस हेतु भवन निर्माण के दौरान चारों ओर पर्दे लगवाये जावे।

24. एकीकृत भवन विनियम, 2017 की धारा 15.5 के अनुसार आवेदक स्वयं की यह जिम्मेदारी होगी कि उनके द्वारा भवन विनियमों के समस्त संबंधित प्रावधानों की पालना भवन निर्माण के दौरान की जा रही है अन्यथा यह स्वीकृति स्वतः ही निरस्त मानी जावेगी।
25. आवेदक द्वारा पार्किंग क्षेत्र की पालना एकीकृत भवन विनियम, 2017 की धारा 10 के अनुसार सुनिश्चित की जानी होगी। अनुमोदित मानचित्रों में जिस भाग को पार्किंग हेतु अनुमोदित किया है, भू-स्वामी द्वारा किसी को बेचा नहीं जावेगा एवं केवल पार्किंग हेतु उपयोग में लिया जावेगा। इसका पार्किंग के अलावा अन्य उपयोग पाने पर अजमेर विकास प्राधिकरण बिना किसी सूचना के तोड़ने का हकदार होगा एवं अन्य दण्डात्मक कार्यवाही जैसे आर्थिक दण्ड दे सकता है। उपरोक्त शर्तों का उल्लंघन करने पर अजमेर विकास प्राधिकरण हर्जा खर्चा वसूलने एवं भू-स्वामी जमा कराने के लिए बाध्य रहेगा। भवन परिसर में ही आगन्तुकों की पार्किंग करवाई जावे तथा निःशुल्क वाहन पार्किंग का बोर्ड लगाया जावे।
26. मुख्यमंत्री जन आवास योजना-2015 के प्रावधानानुसार प्रस्तावित ई.डब्ल्यू.एस./एल.आई.जी. श्रेणी के फ्लैट्स का निस्तारण नियमानुसार किया जाना होगा।
27. इसके अतिरिक्त अन्य समस्त पेरामीटर्स जो की प्रचलित एकीकृत भवन विनियम, 2017 एवं नेशनल बिल्डिंग कोड ऑफ इण्डिया के हैं, का पालन अनिवार्य रूप से करना होगा।
28. उक्त वर्णित शर्तों एवं अन्य कोई संबंधित शर्तों का पालन नहीं होने पर भवन अनुज्ञा रद्द मानी जावेगी।
29. एकीकृत भवन विनियम, 2017 की धारा 17.1 के क्रम में "अनुमोदित मानचित्र के अनुसार भवन निर्माण पूर्ण कर पूर्णता प्रमाण पत्र प्राप्त करने के पश्चात् भवन में आवश्यक सुविधाएँ यथा बिजली, पानी, सीवररेज, कनेक्शन आदि प्राप्त करने के पश्चात् विकासकर्ता द्वारा सक्षम अधिकारी के समक्ष अधिवास प्रमाण पत्र हेतु आवेदन करना होगा।"
30. आवेदक द्वारा एयरपोर्ट ऑथोरिटी से अनापत्ति प्रमाण पत्र की आवश्यकता हुई तो स्वयं के स्तर पर अनापत्ति प्रमाण पत्र प्रस्तुत किये जाने हेतु शपथ पत्र प्रस्तुत किया गया है, यदि भवन पूर्णता प्रमाण पत्र के समय आवश्यक हुआ तो अनापत्ति प्रमाण पत्र प्रस्तुत करना होगा।
31. एकीकृत भवन विनियम, 2017 की धारा 17.1 के क्रम में "रियल एस्टेट (रेगुलेशन एण्ड डवलपमेंट) अधिनियम, 2016 एवं इसके तहत बनाये गये राजस्थान रियल एस्टेट (रेगुलेशन एण्ड डवलपमेंट) नियम, 2017 के प्रावधानों में उल्लेखित भवनों हेतु अधिवास प्रमाण-पत्र प्राप्त करना आवश्यक होगा।"

संलग्न:- भवन मानचित्र का एक सैट (9 शीट)

(मुकेश मिश्रा)
निदेशक आयोजना
अजमेर विकास प्राधिकरण,
अजमेर
दिनांक:

क्रमांक : अविप्रा./ प.3/भवन मानचित्र अनुज्ञा/18

प्रतिलिपि :- सूचनार्थ एवं आवश्यक कार्यवाही हेतु-

1. उपायुक्त(उत्तर), अजमेर विकास प्राधिकरण, अजमेर।
2. अध्यक्ष एवं प्रबंध निदेशक टाटा पॉवर, अजमेर को सूचनार्थ प्रेषित।
3. अतिरिक्त मुख्य अभियन्ता, जन स्वास्थ्य अभियांत्रिकी विभाग, टोडरमल रोड, अजमेर को सूचनार्थ प्रेषित।
4. कनिष्ठ अभियंता (क्षेत्राधिकार अनुसार), अजमेर विकास प्राधिकरण, अजमेर को मय मानचित्र एक सैट भेजकर निर्देशित किया जाता है कि यह सुनिश्चित करे कि मौके पर निर्माण स्वीकृत मानचित्र अनुसार ही किया जाये। (मय भवन मानचित्र का एक सैट (9 शीट))
5. आयोजना प्रकोष्ठ की रक्षित पत्रावली।

(मुकेश मिश्रा)
निदेशक आयोजना
अजमेर विकास प्राधिकरण,
अजमेर

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