

AGREEMENT FOR SALE

Affix Colour
Photograph of
Allottee/ First
Allottee with
signature
across the
pohotograph

Affix Colour
Photograph of
Authorised
signatory of
the Promoter
with signature
across the
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This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this _____ day of _____ Two thousand and _____ at _____

By and Between

[if the promoter is a partnership firm]

M/s The Green Triveni Developer a partnership firm, duly registered with Registrar of Firms NCT Delhi and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at 3H, Plaza M6, Jasola District Centre, New Delhi 110025 and also at Neendar Village, Sikar Road, Jaipur and its PAN is AAIFT0406B represented by its authorized Signatory _____ (Aadhar No. _____) duly authorized vide authority letter dated _____ passed and signed by all the partners constituting the firm, (hereinafter referred to as the "**Promoter**"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

AND

[if the allottee is an individual]

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

OR

[if the allottee is a partnership firm]

M/s _____ a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at _____ (PAN-_____) through the partner Mr./Ms _____ (Aadhar No _____) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

M/s _____ (CIN No _____) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at _____ and its PAN is _____ through Mr. _____ (Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is HUF]

Mr./Ms. (Aadhar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at..... (PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
- (b) **"Allottee/Allottee(s)"** means and includes :
 - i. If the Allottee(s) be an individual then his/her legal successor(s), executors, administrators, legal representatives and permitted assignees;
 - ii. If the Allottee(s) be a Hindu Undivided Family, then its karta and each of the member constituting HUF their Heirs executors, successors, administrators and permitted assignees;
 - iii. In case the Allottee(s) be a Partnership Firm, then its partners for the time being, their legal successor(s), executors, administrators, legal representatives and permitted assignees including those of the respective partners; and
 - iv. In case the Allottee(s) be a limited company, then its legal successor(s), representatives and permitted assignees;
 - v. and includes the person who subsequently acquires the allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- (c) **"Applicable Laws"** shall mean all Acts, Rules and Regulations applicable in the State of Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.

- (d) **"Apartment"** shall mean a space in the said Project/ Whole Project intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project/ Whole Project.
- (e) **"Architect"** shall mean M/s Tushar Sogani Designs Pvt. Ltd., having its office at F 72, 105, Suryoday 105 subhash Marg, Bagadiya Bhawan, C Scheme, Jaipur and Mr. V K Tuteja, M/s Inawe Designs Concepts, E-136, Saket, New Delhi 110017 and/or such other person(s) and/or firm(s) and/or company(ies) whom the Promoter may appoint from time to time as the architect for the Project.
- (f) **"Association of Allottees"** means an Association of Apartment owners as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;
- (g) **"Building"** shall mean the building/ tower No _____ in the Said Phase/ Project where the Allottee/ Allottee(s) has been allotted his "Apartment/Flat/Unit".
- (h) **"Building Plans"** shall mean the layout plans and building plans of Whole Project comprising of several buildings to be constructed or being constructed or constructed on the Total Land, which has been duly approved by the Jaipur Development Authority including any variations therein which may be made by the Promoter and/or Architect(s) in accordance with permissible rules, regulations, building byelaws, Applicable Laws and the provisions of the Act.
- (i) **"Built-up area"** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the builtup area.
- (j) **"Carpet Area"** has been defined under RERA as "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)";
- (k) **"Common Areas and Facilities of the said Project"** shall mean the Common Areas and Facilities provided in the Phase/ Project which shall also be part of Common Areas and Facilities and Amenities to be provided for the Whole Project as per Sanctioned lay-out/ Building Plans and shall be available for use and enjoyment of all the allottees of Whole Project including allottees of the Phase/ Project.

- (l) **"Completion Certificate"** means the completion certificate, or such certificate, by whatever name called, issued by the competent authority or architect authorized by the competent authority certifying that the Phase/ Project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws. A Certificate issued by Project Architect or any Architect who is registered with Council of Architecture India or a Chartered Engineer to aforesaid effect shall also be deemed to be Completion Certificate.

- (m) **"Covered Car Parking"** shall mean the Car parking space provided in the Project in Stilt of Buildings or below Podium of the Project suitable for parking a medium sized Indian car.

- (n) **"Delay Payment Charges"** means the charges to be paid by the Allottee to the Promoter on account of delay in the payment of any due amount as interest at the Interest Rate (Specified herein below).

- (o) **"Interest"** means the interest payable at the rate specified in rule 17 of the rules;
 More specifically it means the State Bank of India Marginal Cost of Lending Rate plus 2 (two) percent ((MCLR + 2%) or such other rate as may be applicable from time to time as per the Act and Rules.

- (p) **"Local Authority"** means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.

- (q) **"Limited Common Areas and Facilities of the Project/ Whole Project"** shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

- (r) **"Maintenance Society"** means & Includes the Association of Allottees formed under clause (e) of sub-section (4) of section 11 of the Act.

- (s) **"Maintenance Agreement"** means Tripartite Maintenance Agreement made by and between the Promoter, Maintenance Agency (appointed by the Promoter) and the Allottee which shall be executed between the parties prior to or at the time of Delivery of Possession of Apartment to the Allottee for the maintenance and upkeep of the Project by the Maintenance Agency.

- (t) **"Non-refundable amounts"** shall mean interest paid or payable on delayed payments by the Allottee, taxes, cesses, charges, levies etc. deposited/ to be deposited by the Promoter on allotment of the said Apartment which are non refundable and shall also include booking amount if not specifically stated separately.

- (u) **"Open Car Parking"** shall mean the Car parking space in Open Areas of the Project suitable for parking a medium sized Indian car which forms part of the Common Areas and Common Facilities of the Project, provided in the Project.

- (v) **"Owners Association"** shall mean an association formed/ to be formed by the Owners of the units/ Apartments for the Whole Project, as per Clause (e) of Sub- Section (4) of Section 11 of the Act.
- (w) **"Para"** means a Para of this Agreement;
- (x) **"Project"** shall mean the Phase (Ashiana Greens Phase I) of Whole Project Ashiana Greens, comprising of 264 residential apartments in Towers T1, T2 & T3 and being constructed on a part of Total Land as per Building Plans sanctioned by JDA which is registered with RERA as ongoing Project.
- (y) **"Project Land"** shall mean the land admeasuring 14785 sqm forming part of Total Land on which the present Phase/ Project is being developed forming part of Whole Project which has been sanctioned by JDA.
- (z) **"Regulation"** means the Regulation made under the Act;
- (aa) **"Rules"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (ab) **"Real Estate Agent"** means a person registered under RERA, for marketing real estate projects and who introduces prospective Apartment buyers to the promoter against payment of remuneration or fees or brokerage for rendering his services.
- (ac) **"Schedule"** means the Schedule attached to this Agreement; and
- (ad) **"Section"** means the section of the Act.
- (ae) **"Super Built-up Area/ Super Area"** of the said Apartment shall mean and include:
 - i) Built-up / Covered area of the Apartment as defined above and
 - ii) Proportionate undivided and impartible share and interest of the Common Areas and Facilities as sanctioned by JDA.

The Super Built-up area of the Said Apartment is equal to more or less 1.25 times the Built-up area of said Flat.
- (af) **"Total Land/ Scheduled Land"** shall mean the piece and parcel of land admeasuring 37968.60 sq mtrs in Village Neendar, Teh Amer, Jaipur on which Whole Project named Ashiana Greens has been sanctioned by JDA and shown in Schedule 1.
- (ag) **"Whole Project"** means the Group Housing Project named Ashiana Greens comprising of 780 Residential Apartments in 8 multistoried towers, One Commercial Block, One Club House and EWS Block having 144 EWS units togetherwith Car & Scooter parkings, Common Areas and Facilities and sanctioned by JDA to be constructed on Total Land.
- (ah) **"Undivided Proportionate Share"** shall mean and include the undivided proportionate share, right and interest of said Unit in the Total Land which is in the proportion of Carpet Area of said Unit to Carpet Area of all the units in the Whole Project.

- (ai) "SINGULAR" shall include the plural and vice versa.
- (aj) "MASCULINE" shall include the feminine and vice versa.

WHEREAS THE PROMOTER DECLARES THAT -

- A. The Promoter is in lawful possession of the land khasara Nos. 519, 520, 521, 522, 523, 525, 527 & 529 of revenue village Neendar situated in Teh. Amer, Dist. Jaipur, Rajasthan with a total area admeasuring 37968.60 square meters (hereinafter referred to as 'Total Land/ Scheduled Land' and more fully described in the Schedule-I).
- B. The Promoter has a legal title to the Total land with legally valid documents and is a lawful owner and in possession of the Total Land. The Jaipur Development Authority (JDA) by a Lease Deed/ Single Patta Vilekh dated 01-11-2013 has granted lease of 37968.60 Sq mt of land comprised in Khasra Nos. 519, 520, 521, 522, 523, 525, 527 & 529 lying and situated in Village Neendar, Teh. Amer, Dist. Jaipur, Rajasthan and more fully described in Schedule 1 in favour of the Promoter (hereinafter referred to as 'Total Land/ Scheduled Land') hereunder for a period of 99 years for development of a Group Housing Project thereon. The said Lease deed/ Single Patta Vilekh has been registered in the office of sub registrar, Amer, Jaipur at Registration No. 2013052027877 Book No. 01 Jild No. 878 Page No. 91 under Sr. No. 2013052013533 on 25.11.2013.
- C. The said Total Land is earmarked for the purpose of a Group Housing Project. The Promoter has framed a scheme for developing a Group Housing Project named as ASHIANA GREENS (WHOLE PROJECT) on the Total Land. The said Whole Project has been sanctioned by JDA comprising of 8 Nos. multistoried (stilt + 12) apartment buildings having 780 Nos Apartments, parking spaces for cars and scooters in the Open area and in Stilts of buildings and in stilt below podium, 1 No Club Block, 1 No Commercial building and 1 No EWS building having 144 No EWS units.

Presently only PHASE I (named Ashiana Greens Phase I) (Project herein) of the Whole Project, comprising of Block/ Tower Nos T1, T2 & T3 having 264 residential apartments togetherwith such common areas, facilities and amenities of Whole Project which are essential for occupancy and habitation of these 264 residential apartments of Phase I and are essential for grant of Completion Certificate of Phase/ Project is under development, construction and sale. Presently only Ashiana Greens Phase I (Phase/ Project herein) as described hereinabove is registered as Ongoing Project as defined under RERA and shall henceforth in this Agreement be referred to as Phase/Project

The Promoter has not booked/ sold any unit in Tower Nos T4, T5, T6, T7 & T8 and Commercial Building in the Sanctioned Whole Project and intends to sell, develop and construct them in future in two or more phases which shall be registered as separate Projects under RERA whenever they are undertaken in future.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding Total Land/ Scheduled Land including Phase/ Project Land on which Project is being constructed have been completed.

- E. The Jaipur Development Authority has Sanctioned building plan to develop the Whole Project vide sanction No. JDA/ati.mu.na.ni/BPC/2014/D-1195 dated 29-05-2014 and revision sanction No. JDA/SS/BPC(BP)/2015/D-2749 dated 23-12-2015.
- F. HDFC Ltd. has granted construction finance loan of Rs. 36 Crores against first equitable mortgage of Total Land admeasuring 37968.60 sq mtrs of Whole Project with construction thereon present and future, first charge on entire sales proceeds/ receivables accruing from sold and unsold area of entire Ashiana Greens Project.
- G (i) The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'Ashiana Greens Phase I', (hereinafter referred to as the 'Project' which is a Phase of Whole Project known as Ashiana Greens after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a part (admeasuring 14785 sq mtr more or less) (Phase/ Project Land) out of Total Land admeasuring 37968.60 square meters more or less situated at Vill. Neendar, Teh. Amer, Dist. Jaipur, Rajasthan and latitude & longitude of the end points of the Whole Project and location details are fully described in the Schedule-I. Although an area of 14785 sq mtrs out of Total Land is being developed in this Phase/ Project, the undivided proportionate share of the 264 Apartments comprised in this Phase/ Project (Ashiana Greens Phase I) in the Total Land shall be 12023 sq mtr more or less.
- (ii) It is made clear by the Promoter and understood and agreed by the Allottee that the Phase/ Project (Ashiana Greens Phase I) is part of Whole Project (Ashiana Greens) and is being constructed on a part of Total Land, in accordance with Building Plans sanctioned by JDA for Whole Project on Total Land and is not an independent Project. It is clarified that the Common Areas and Facilities and Amenities provided in the Phase/ Project shall be part of Common Areas and Facilities and Amenities to be provided for the Whole Project as per Sanctioned Building Plans and shall be available for use and enjoyment of all the allottees of Whole Project including allottees of the Phase/ Project. Some of the Common Facilities and Amenities like 33 KV HT Grid Supply Line, ESS, UG Water Storage Tanks, Pumps & Supply lines, Fire Fighting pumps & equipments, Club , EWS Block including its Units/ Buildings and Facilities are being provided as per requirement for the Whole Project including the Project (as they cannot be split for various phases of the Whole Project) and shall be extended/ combined/ linked with the remaining phases of Whole Project.
- (iii) It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the allottees of the Whole Project shall have equal right in the Common Areas and Facilities of the Whole Project and the allottee(s) shall not obstruct and/or cause any hindrance to any allottee belonging to any Phase in the Whole Project.

- H. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- I. The Site Plan of the Whole Project on Total Land has been approved by Jaipur Development Authority. A copy of site plan is enclosed herewith and marked as Schedule 2.
- J. Approval and permission of Whole Project on Total Land for Building Construction upto 39.60 meters height (stilt + 12 floors) vide letter No. JDA/ati.mu.na.ni/BPC/2014/D-1195 dated 29-05-2014 and revision vide letter No. JDA/SS/BPC(BP)/2015/D-2749 dated 23-12-2015
- The specifications of the Project are as detailed in Schedule 5.
- The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- K. The details of Floor plan of the Apartment No _____situated on _____ floor in Tower/ block _____of the Project is given in Schedule-3.
- L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, is annexed herewith in Annexure I
- M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project is annexed hereto as Schedule 6:-
- N. The Promoter shall be providing internal services in the said Project within the peripheral limits of the Project Land, which inter alia include (i) laying of roads, (ii) laying of water lines and water supply system, (iii) laying of sewer and drainage lines (iv) laying of internal electric lines and all external or peripheral services outside the Project Land upto the periphery of the Project, such as, municipal water supply lines, sewer and storm water drains, main road, electric power supply connection etc. are to be provided by the Government or the local body or concerned government authority.
- O. The details of specifications of material used in construction are annexed herewith as Schedule 5 :-
- P. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works is annexed herewith as Annexure II:-

- Q. Temporary Fire NOC for the Whole Project on Total Land was accorded by Office of Chief Fire Officer, Banipark, Jaipur Nagar Nigam vide Letter No. F9(203)a.f./nnj/14/221 dated 30-04-2014 for a period of 3 years and extended for further two years vide letter No. F9(a.f./jnn/16-17/201 dated 03-05-2017
- R. NOC from the Airport Authority of India for height clearance for the Project is not required under local law.
- S. Environmental Clearance from the department concerned has been obtained for the Whole Project including Project herein vide Letter No. F1(4)/SEIAA/SEAC-Raj/ Sectt/ project/cat. 8 (a)B2 (645)/13-14 dated 30-04-2014
- T. The promoter has applied to Public Health & Engineering Department for supply of water to the Project. Presently PHED/ Municipal water supply is not available. Till such time, water is proposed to be arranged through water tanker supply from external sources.
- U. The Promoter has opened a separate account in Branch..... of Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- V. (i) The Allottee(s), being aware of the Project and details given about the project in the advertisements (if any) about the Project and/or upon visiting the Project Site and seeing the actual construction and/or show Apartment and/or the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit/ Apartment') in the Project vide his/her/their/its application dated..... It is clarified by the Promoter to the Allottee that there are different types of apartments conceptualized in the Whole Project and Show Home is only one of them. There may not be a Show Home for the type of Apartment being applied for by the Allottee. The Promoter further represents that the Show Home is for representational purposes only and is created to give a general look and feel of an Apartment in the Said Project.
- (ii) The allottee(s) has also deposited a sum of Rs..... (Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- (iii) The Allottee acknowledges that the Promoter has provided all the information and clarifications to the Allottee as required by him including statutory approvals and other relevant documents pertaining to the said Phase/ Project and Whole Project, including site plan, building plans and apartment plans showing the proposed apartments & buildings, common areas and facilities in the said Phase/ Project and Whole Project and has identified the Apartment applied for and the rights and interest of the Promoter in the said Project and to enter into this Agreement and the Allottee has understood and satisfied himself about the same.

(iv) The Allottee has relied on his own judgment and investigation in deciding to apply for allotment of the said Apartment and has not unduly relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Promoter, or any authorized RERA registered selling agents/ sales organizers/ brokers (only RERA registered Real Estate Agents are authorized to sell the Project) or otherwise including but not limited to any representations relating to the description or physical condition of the said Apartment/ said Building/ said Project and Whole Project.

W. The Allottee has applied for an apartment in the Project vide application no _____ dated _____ and has been allotted apartment no _____ having carpet area of square feet type, on floor in Tower/Block/building no. ("Building") along with covered parking in the stilt bearing no. Covered/ _____ as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note :

1. This Agreement for Sale is for sale of the Apartment on Carpet Area basis as stipulated under RERA. However, as the Project is an Ongoing Project in which a large number of Apartments have been booked/ allotted/ sold prior to commencement of RERA on Super Built-up Area basis but have same Carpet Area as remaining unsold units, therefore for the purpose of information of the Allottee and to relate with earlier sale of similar Apartments in the Project the Promoter states that:

- a) Super Built up Area/ Super Area of said Apartment is _____ sq ft (_____sq mtr) which is approx. 1.25 x built up/ covered area of said Apartment more or less
- b) Built-up Area/ Covered Area of said Apartment is ____ sqft (____sq mtr) which is approximately 80% of Super built up Area/ Super Area more or less.

The terms Carpet Area, Built-up/ Covered Area and Super built-up Area/ Super Area have been defined under definitions hereinabove:

2. It is clarified by the Promoter and agreed and understood by the Allottee that construction of the Whole Project is proposed to be done in phases. The construction and development of Club and Swimming pool is expected to be completed by 31-03-2019 while the Towers are scheduled to be completed and Completion certificate obtained from JDA before completion of the Club. The Allottee understands and agrees that construction of balance phases of Whole Project may cause some unavoidable inconveniences to the allottees/ residents of Project/ earlier phases. The Allottee shall not refuse to take possession of said Apartment on this ground and he shall not object to the Promoter constructing or continuing with construction of other buildings adjacent to said Building anywhere in Whole Project or elsewhere in the Phase/ Project nor claim any compensation or withhold payment of maintenance and other charges, as and

when payable on the ground that infrastructure required for the Phase/Project or Whole Project is not yet complete.

- X. 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.
- Y. The Promoter has not made any other promises, assurances, representations in respect of said Apartment/ Project except as specifically mentioned in this Agreement. 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;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking in the Stilt (if applicable) as specified in para V.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para 'W'.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. (in words Rupees..... only) ("Total Price") as more particularly described in Schedule 7.

- Block/Building/Tower no. _____ - Apartment No. _____ - Floor _____ - Carpet Area _____ Sq Ft _____ (Sq Mtr) - Area of Exclusive Balconies _____ Sq Ft _____ Sq Mt	Rate of Apartment per square feet* of Carpet Area
Total Price (in Rupees)	

Note : However, as the Project is an Ongoing Project in which a large number of Units have been booked/ allotted/ sold prior to commencement of RERA on Super Built-up Area basis but have same Carpet Area as remaining unsold units, therefore for the purpose of information of the Allottee and to relate with earlier sale of similar Units in the Project the Promoter states that:

- Super built up Area/ Super Area of said Unit is _____ sqft (____sq mtr)
- Covered Area of the said unit is is _____ sq ft (____sq mtr)

BREAK-UP

- Price of Unit Rs. _____
- Additional cost for Covered reserved car parking space Rs. _____
- Preferential Location Charges Rs. _____
- Community Centre (Club) Facilities Charges Rs. _____
- 33 KV HT Grid supply line Charges Rs. _____
- Reticulated Pipe Cooking gas supply Charges Rs. _____
- Legal Charges Rs. _____

Total Price of Apartment Rs

Additional Charges

- GST/ Taxes (as applicable) Rs. _____
- Labour Cess (as applicable) Rs. _____
- Advance Maintenance Charges (AMC) for 2 years Rs. _____
- Contribution towards Capital Equipment Repair & Replacement Fund (sinking fund) Rs. _____
- Advance Common Area electricity charges for 24 months Rs. _____
- Interest Free Maintenance Security deposit Rs. _____

Total Additional Charges Rs. _____

Total Amount Payable Rs

Remarks

1. The Allottee shall also be liable to pay stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement for sale, Sale/Lease Deed, in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). The legal charges stated above is towards advocate fees and documentation charges.
2. The Allottee(s) will also have to apply to the JVVNL individually for obtaining individual electric connection for supply of power and the meter for their respective flats and to pay the applicable security deposit, and other costs and charges to JVVNL for the same.
3. Charges on account of formation and membership fee of Owners' Association are payable additionally as determined.
4. Advance Common Area Electricity Charges have been collected from the Allottee by the Promoter for 24 months @ Rs. _____ per flat per month towards monthly proportionate common area electricity charges payable by the Allottee. The Final amount shall be worked out every year on the basis of actual usage and any surplus/ deficit shall be refunded/ charged additionally.

5. Advance Maintenance Charges (AMC) for 24 months (computed in the manner as detailed in Annexure IIIA based on estimates of expenses on the basis of prices and costs prevailing at the time of Possession) shall be payable additionally at the time of Possession. Upon the Association of Allottees/ Maintenance Society taking over maintenance of the Project before completion of 24 months, then (i) proportionate balance remaining out of Two Years AMC and (ii) balance remaining out of advance Common Area Electricity Charges paid by the Allottee as above shall be refunded to the Allottee or paid to the Association of Allottees/ Maintenance Society as would be required under prevailing law. Maintenance Charges for the period after two years shall be payable by the Allottee on monthly/ quarterly/ half yearly/ annual basis as may be decided by the Association of Allottees or Maintenance Society.
6. Interest Free Maintenance Security (IFMS) deposited by the Allottee as above shall be refunded to the Allottee at the time of handing over of maintenance to the Association of Allottees / Maintenance Society.
7. Charges for sewer connection to the Project are payable additionally as determined at the time of connection.
8. The promoter has applied to Public Health & Engineering Department for supply of water to the Project. Presently PHED/ Municipal water supply is not available. Till such time, water is proposed to be arranged through water tanker supply from external sources and the cost incurred for procuring drinking water shall be borne and paid every month proportionately by all the Apartment Owners. The Amount to be paid to PHED/ Municipal corporation towards cost of providing water supply line to the Project ("Water Infrastructure") shall be borne and paid proportionately by the Allottee. The Promoter has proposed to create a water infrastructure fund to meet the cost of water infrastructure to be provided by PHED / municipal corporation/ other government agencies. The Allottee agrees to contribute to the said fund initially a sum not exceeding Rs. 20 per sq ft carpet area as may be fixed by the Promoter at the time of possession. Any increase or decrease in the demand raised by the Government shall be collected from/ refunded to the Allottee proportionately.

Explanation :

- (i) The Total Price above includes the booking amount of Rs..... (Rupees.....) paid by the Allottee to the Promoter towards the Apartment as mentioned in Para 'W'.
- (ii) The Total Price above does not include Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes like GST - levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the Allottee and the Project to the Owners' Association/ Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

However, if Possession is not taken by the Allottee within the stipulated date the Allottee shall be liable to pay any increase in taxes if the stipulated Date for Possession is within Schedule Date of Completion as per registration with the Authority including any extension of Registration granted by the Authority. Further, if there is any increase or imposition of new taxes/ cesses levied with retrospective effect after receipt of Completion Certificate or Delivery of Possession/ Deemed Date of Possession of Unit (whichever is earlier) then such taxes/ cesses shall be treated as unpaid Price of said Unit and the Promoter shall be entitled for recovery of such charges from the Unit Allottee in accordance with prevailing laws.

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in Schedule 7 to be paid in the manner provided hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/ rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project. However the Promoter has made the Allottee aware that in addition to the Total Price, he shall have to pay certain additional charges and deposits as detailed in remarks of Cl. 1.2 above.
 - (v) That at present the fire safety measures in the said Phase (Project) / Whole Project and the Apartment have been provided as per the existing fire safety norms. If, however, due to any subsequent legislations/ government regulation/ orders or directives or guidelines or any change in existing guidelines or amendments in Fire Code/ National Building Code, if any additional fire safety measures are required to be installed by the Promoter, other than as provided/ to be provided, in terms of sanctioned Building plans before completion of Project, then the Allottee shall be liable to pay proportionate charges in respect thereof. This condition will survive even if such additional fire safety measures are required to be provided by the Promoter even after receipt of Completion Certificate or after handing over possession and conveyance of the said Apartment.
- 1.3 (i) The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/ taxes/levies or introduction of new charges/ levies/ taxes which may be levied or imposed by the competent authority, from time to time.

- (ii) Any imposition of new levies, rates, demands, charges, fees etc. in future either with retrospective effect or prospective effect on the said Project/ Apartment shall be borne and paid by the Allottee on pro-rata basis in the ratio of Carpet Area of his Apartment to Carpet Area of all Apartments in the Whole Project.
 - (iii) The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments
 - (iv) Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
 - (v) However, If such charges are levied with retrospective effect after receipt of Completion Certificate or Delivery of Possession/ deemed date of Delivery of Possession (whichever is earlier), then such charges shall be treated as unpaid Price of said Apartment and the Promoter shall be entitled for recovery of such charges from the Apartment Allottee in accordance with prevailing laws.
- 1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs..... and the Allottee(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the Payment Plan given in Schedule 7.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 (i) It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the Schedule 5 and 6 (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act and the Allottee hereby agrees and assures the Promoter that such consent shall not be unreasonably withheld. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
- (ii) However, It is made clear by the Promoter to the Allottee and the Allottee agrees that minor changes may be required to be done at the requirement of the Architects and Consultants (structural/ plumbing/ fire/ electrical/ landscape etc) due to architectural/ technical or structural reasons duly recommended and verified by an authorised architect/ engineer in the process of development of

working drawings during the course of construction. Such changes, if any, shall be within reasonable limits and shall be in accordance with permissible Building Bye laws. The Allottee hereby agrees that he shall not object to such minor changes which are required to be done due to technical reasons and if any written consent is required or sought by the Promoter, the same shall not be unreasonably withheld.

- (iii) Further, facilities/ services/ development works/ amenities, which will be provided in the subsequent phases of Whole Project, may be changed or relocated depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.

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

Note:

- a) All internal dimensions in the Apartment as shown in Sale Brochure and/or Schedule 4 hereinafter are measured from unplastered wall to wall i.e without plaster thickness as per architectural and structural construction drawings.
- b) The Carpet Area of said Apartment given in Cl 1.2 above has been calculated as follows :
Carpet Area as per RERA definition less Carpet Area under plaster and skirting of periphery/ external walls.
- c) Balcony dimensions are taken from unplastered face of external wall to external face of Balcony wall.

- 1.8 Subject to Cl. No. 9.3 the Promoter agrees and acknowledges that after registration of conveyance deed of the Apartment, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas in Whole Project. Since the share/ interest of Allottee(s) in the common areas of the Whole Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or

hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society/Owners' Association after duly obtaining the completion certificate from the competent authority as provided in the Act;

The Allottee(s) agrees and understands that except said Apartment allotted under this Agreement, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/ Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. It is further clarified that all open lands/ areas in the Whole Project presently vacant for sanctioned or permissible future developments and construction of Buildings shall continue to vest in the Promoter who shall always be the Owner in Possession of the same and the Promoter shall have the sole right and authority to construct, develop and deal with such areas and spaces in any manner as it may deem fit in its sole discretion as permissible under law.

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Project, lifts, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc., and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project. Total Price of the Unit does not include Taxes as applicable, labour cess, maintenance charges, sinking fund, advance common area electricity charges, IFMS, Contribution to water infrastructure fund, stamp duty and registration charges etc payable by the Allottee in terms of remarks of Cl. 1.2.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment. However, the Allottee is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing. The Promoter makes it absolutely clear that visits to the Apartment/ Building/ Project during construction are liable to accidents. It is clearly understood, agreed and accepted by the Allottee that in case the Allottee(s) and/or his family members insist to visit and inspect the said Apartment during the course of construction, the Promoter shall not in any way be held responsible or liable for any mis-happening/ accident that may occur at the time of inspection and/ or for any loss/ cost/ damages or any other expenses caused due to such visit or any accident to the Allottee or any other person visiting on behalf of the Allottee during the visit. The Allottee and his family members must take total caution and care of themselves and must strictly abide by all safety rules and regulations laid by Site Management including wearing of safety helmets, safety shoes etc. during the visit and inspection of the Said Apartment.

- 1.9 Parking Spaces comprised of open and covered parking spaces are spread across the Whole Project and have been provided in open area and in stilts below buildings and podium. Every Apartment in the Whole Project shall be entitled to One No. Car Parking space either in the Open or in Covered (in stilt) depending on availability of Open/ Covered Car Parking Spaces at the time of booking on first come first serve basis. In case the Allottee opts for Covered Car Parking Space, he shall be required to pay an additional charge for covered car parking space in stilt as stated in Cl. 1.2 above. The allottee who does not opt for or is not allotted covered car parking space, he shall be allotted 1 No. open car parking space.

It is made clear by the Promoter and understood, agreed and accepted by the Allottee, that he shall have only exclusive right of use of Parking Space demarcated for his Apartment and allotted to him as Limited Common Areas as defined in Rule 2(E) of Rajasthan Real Estate Development Rules 2017 and construction of any nature whatsoever (including temporary construction) is strictly not permitted in such area and is illegal and any violation of this condition shall automatically render null and void his right of exclusive use of such area and he will also render himself liable for legal actions and consequences for said violation.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with One No covered parking in stilt / Open parking shall be treated as a single indivisible unit for all purposes.

In order to maintain smooth and peaceful administration of the Project, the Allottee undertakes to park his vehicle strictly in the parking space earmarked for his Apartment and not anywhere else in the Project. The Parking Space earmarked to the Allottee shall be meant exclusively for parking of his specified car and under no circumstances the Allottee will be allowed to park his car anywhere else in the Project. Further the Allottee agrees that he shall not be allowed to park any additional vehicles owned by the Allottee within the Project.

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

- 1.11 The Allottee has paid a sum of Rs.----- (Rupees-----only) as Booking Amount being 10% part payment towards the Total Price of the Apartment including payment made at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Cl. No. 1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Timely payment of the amounts/ installments by the Allottee is of utmost importance and essential for the Promoter to complete the Project on schedule. The Allottee shall be liable to make payment of balance installments/ amounts upon receipt of demand notice from the Promoter which shall, inter-alia, state completion of the corresponding construction stage. A demand for payment shall be sufficiently made by dispatching the notice/ communication by courier/ speed post/ E-mail and shall be deemed to have been received on the expiry of three days after the posting of such letter. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. If the Allottee fails to pay the demand by the Due Date (15 days from the date of Invoice) as per the demand notice sent to him, the Promoter shall grant a grace period of 30 days from the due date ("Grace Period") to the Allottee to make the said payment. However the Applicant shall be liable to pay interest at the rate specified hereinbelow on the unpaid amount for the delayed period computed from the Due Date till the date of actual payment. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

- 1.12 Interest: Any interest to be paid either by the Allottee or the Promoter to the other Party in terms of this Agreement shall be paid @ State Bank of India highest Marginal Cost of Lending Rate (MCLR) + 2% p.a. ("Interest Rate").

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Cl. No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at -----. The money receipt issued by the Promoter would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Seller.
- 2.2 The Allottee agrees to furnish his Permanent Account Number if an Income Tax assessee, or Form 60/61, as the case may be, within a period of 30 days from the date of execution of this Agreement, if not furnished earlier. He shall also provide Aadhar Number, if it is required under law. 2.3 The Allottee shall be liable to make Tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act in case the sale consideration of said Apartment is Rs. 50 Lacs or above. Such TDS would be deducted from the amounts being paid by the Allottee to the Seller or the Promoter. Presently on every payment, 99% amount is to be paid to the Promoter and 1% amount is to be paid to Govt. of India (Income Tax Department). The Allottee needs to issue certificate in form 16B to the Seller/Promoter for the same. The Promoter shall not credit the amount in the account of the Allottee, till the time Allottee has issued the aforesaid TDS certificate to the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 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 Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. 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.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in CL. No.3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Owners' Association/ Maintenance Society or the competent authority, as the case may be.
- 5.2 Similarly, timely payment by the Allottee of the installments/ amounts due, upon receipt of demand notice from the Promoter, as per Payment Plan given in Cl 1.4 shall also be the essence of this Agreement. The Allottee agrees that non-payment/ delay in making payments by him and/or other allottees adversely affects the progress of the Project and exposes the Promoter/ Project to the liabilities which may not be quantifiable at the time of default in timely payment and the Allottee may forfeit his right to claim compensation for delay of the Project. Further, if payment is

not made within the period stipulated then the Allottee shall be liable to pay interest at the rate prescribed in the Rules i.e. 2% above State Bank of India marginal cost of lending rate (MCLR).

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

However, It is made clear by the Promoter to the Allottee and the Allottee agrees that minor changes may be required to be done at the requirement of the Architects and Consultants (structural/ plumbing/ fire/ electrical/ landscape etc) due to architectural/ technical or structural reasons duly recommended and verified by an authorised architect/ engineer in the process of development of working drawings during the course of construction. Such changes, if any, shall be within reasonable limits and shall be in accordance with permissible Building Bye laws. The Allottee hereby agrees that he shall not object to such minor changes which are required to be done due to technical reasons and if any written consent is required or sought by the Promoter, the same shall not be unreasonably withheld.

7. POSSESSION OF THE APARTMENT :

- 7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Owners' Association/ Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement.

Subject to receipt of Completion Certificate within 60 days from date of Application, the Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place by _____ plus a grace period of 6 months (except club and swimming pool which shall be completed as stated in Cl. W above), unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment and the Promoter shall not be liable to pay any penalty, interest or compensation for the period of extension due to such force majeure conditions, provided that such Force Majeure conditions

are not of a nature which make it impossible for the contract (this Agreement) to be implemented.

The Promoter shall not be held responsible/ liable for time taken in grant of Completion Certificate beyond 60 days from the date of Application for reasons not attributable to the Promoter.

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, the Promoter shall inform the Allottee about this impossibility and about insurance claims filled with Insurance Company alongwith notice of termination and then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount (less taxes) received by the Promoter from the Allottee with interest within forty-five days from the date termination became effective subject to availability of funds in the designated Project Account or receipt of insurance claims for the damages caused to the Project due to force majeure conditions. Further refund of taxes paid by Allottee shall be done only after refund of such amount from the Statutory Body. The Promoter shall insure the Project by way of Contractor's All Risk (CAR) policy or Fire & Special Perils policy or any other appropriate insurance policy available for said purpose for adequate value. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the Completion Certificate from the competent authority shall offer in writing (Possession Notice) the possession of the Apartment to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issuance of Completion certificate (Date for Possession).

Upon receipt of intimation (Possession Notice) as aforesaid, the Allottee shall, within the time stipulated in the notice, make payment of all balance dues under this Agreement including advance maintenance charges, Interest Free Maintenance Security, Stamp Duty and registration charges, legal and documentation expenses for registration of Sale/ Lease deed and settle the account.

After 30 days from settlement of account and payment of all dues and executing necessary indemnities, undertakings, Tripartite Maintenance Agreement and such other documentation as the Promoter may prescribe the Allottee shall take physical possession of the Apartment and simultaneously get conveyance of his Apartment done from the Promoter by getting the conveyance/ sale/ sub lease deed registered before the concerned Registrar. The physical possession of the said Apartment shall be given to the Allottee only after payment of all dues, settlement of accounts and completion of legal formalities.

Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/

carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/ delay on the part of the Allottee(s). The Allottee 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 Allottee(s), after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/ Owners' Association Maintenance Society, as the case may be. The Allottee(s) shall be liable to pay the maintenance charges after the expiry of 3 (Three) full calendar months from the date of issue of completion certificate i.e Deemed Date of Possession. The Promoter shall handover copy of the Completion certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

The Allottee shall also be liable for payment of all taxes, levies, outflows in respect of the Unit, Project & Project land from the date of issuance of the Completion Certificate for the said Apartment irrespective of the actual date of Possession and agrees to pay the same.

- 7.3 **Failure of Allottee to take possession of Apartment** - Upon receiving a written intimation from the Promoter as per Cl. No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as required under law and the Promoter shall give possession of the Apartment to the Allottee(s).

In case the Allottee(s) fails to take possession of the Apartment within the time provided as per Cl. No. 7.2 above and applicable laws, such Allottee shall continue to be liable to pay maintenance charges as specified under Cl. No. 7.2 above.

Further if the Allottee(s) fails to take possession as per the notice it shall be deemed to have taken possession on the expiry of the period mentioned in the Possession notice (Deemed Date of Possession) and thereafter the Apartment shall be at the risk and costs of the Allottee(s). The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, etc., to the Promoter.

Further the said Apartment shall lie at the risk and cost of the Allottee and the promoter shall not be responsible for any damage caused to the Apartment on account of delay on the part of the Allottee in taking over possession including any future mishaps like fire, earthquake, flooding etc. Further the Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises. Promoter shall always be kept indemnified by the Allottee against all consequences due to his failure to take possession of said Apartment by Date for Possession.

- 7.4 **Possession of the Allottee** - After obtaining the Completion Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Owners' Association/ Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Owners' Association/ Maintenance Society or the competent authority, as the case may be, within thirty days or such reasonable time as may be required after obtaining the completion certificate .

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter before completion of Project, the Promoter herein is entitled to forfeit the Booking Amount (i.e. 10% of Total Price of Apartment) paid for the allotment and all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the said Apartment and all other penalties and interest liabilities of any nature whatsoever in respect of the said Apartment, as on the date of such termination from the amounts paid by the Allottee till such date. In case the cancellation is done within 6(six) months from Date of Booking then the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within forty-five days of such cancellation. In case the cancellation is done after 6 (six months) from the Date of Booking then the Balance amount shall be returned to the Allottee by the Promoter without any interest after sale of said Apartment to a new Allottee out of the amounts realized from such new Allottee.

Cancellation by Allottee(s) after Completion Certificate: Notwithstanding anything contained anywhere in this Agreement, the Allottee shall not be entitled to cancel /withdraw from the Said Project after issue of completion certificate. However the promoter may try to help the Allottee to sell/ dispose the said Flat at the entire risk and cost of the Allottee to any other person and after deduction of Booking amount, any overdue interest paid/ payable, holding charges, maintenance charges and other non refundable taxes, levies, cesses etc. and costs & expenses incurred by the Promoter in the said transaction, refund to the Allottee the balance remaining out of the sum paid by him out of the sale proceeds thereof without interest.

- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Cl No. 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment , with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where, if the Allottee does not intend 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 , which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

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

whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Owners' Association/ Maintenance Society or the competent authority, as the case may be as per prevailing local laws;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment/ Flat to the Allottee(s) without any default on the part of the Allottee within the time period specified in Cl No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or such time as may be extended by the authority .

For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and specified in Schedule 5, and for which completion certificate, has been issued by the competent authority;

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

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

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

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

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

- (i) In case the Allottee(s) fails to make payments for 2 (Two) consecutive demands made by the Promoter as per the payment plan annexed herewith in Schedule 7, despite having been issued notice in that regard.
- (ii) In case of default by Allottee under Cl 9.3 (i) above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any right, interest, or claim in respect of the Apartment. The Promoter shall be entitled to sell the Apartment to any other person or otherwise deal with the Apartment in any manner whatsoever and the Promoter shall be entitled to deduct the booking amount and the interest liabilities and all other non refundable amounts (including non refundable taxes, levies, delay payment interest etc), out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of said Apartment to a new Allottee/ Buyer from the amounts realized from such Allottee/ Buyer. The refund shall be made by "ACCOUNT PAYEE CHEQUE" only and the cheque will be handed over only to applicant personally subject to the Allottee surrendering the original money receipts, Agreement and any other papers of Allotment. Further in case the Allottee has obtained any financial loan on the said Apartment then under such circumstances, the Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable/ demanded by the Bank/ HFI etc. The Promoter shall refund the amount demanded by Bank/ HFI to the Bank/ HFI and only after satisfying the charge of the Bank/HFI on said Apartment the balance remaining shall be refunded to the Allottee.

- (iii) It is made clear by the Promoter to the Allottee that 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. The Promoter, without prejudice to the rights of the Promoter under this Agreement, shall be entitled to file/ initiate appropriate complaint/ proceedings against the Allottee under the Act for default/ breach of any of the terms and conditions of this Agreement or the Act.

10. **CONVEYANCE OF THE SAID APARTMENT :**

The Promoter, on receipt of Total Price of the Apartment including all other amounts payable as per Cl No. 1.2 and more fully detailed in Schedule of payments Schedule 7 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the Allottee.

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

All costs of stamp duty, registration fee and other miscellaneous/ incidental expenses including documentation charges and legal fees and charges for execution and registration of the conveyance deed of the Apartment in favour of the Allottee shall be borne and paid by the Allottee. If any other charges become payable under law or demanded by any concerned authority, then the same shall be paid and borne by the Allottee only. If the Promoter incurs any expenditure towards registration of the Apartment, the same shall be reimbursed by the Allottee to the Promoter.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s). In any case physical possession of the Apartment shall not be given until the Allottee deposits the stamp duty, registration and other charges.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

- (i) The Allottee is aware that merely purchasing an Apartment is not enough and that good qualitative and cost effective maintenance is necessary to maintain the beauty and aesthetic look of project, which not only increases the life of its projects but gives appreciation to the value of the project and provide good life style to the residents. The Promoter shall be providing and maintaining the essential services in the Project, through its nominated Maintenance Agency, till the taking over of the maintenance of the Project by the Owners' Association/ Maintenance Society upon the issuance of the Completion Certificate of the Project or for a period of 2 (two) years from the date of Completion Certificate whichever is earlier. The cost of such maintenance has not been included in the Total Price of the Apartment.
- (ii) The indicative Terms and Clauses regarding Common Area Maintenance of the Project is annexed herewith in Annexure III A and Scope of Complex Common Area Maintenance and Management is briefly stated in Annexure III B.
- (iii) The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities developed with the Said Project or to be developed with Subsequent Phases of the Whole Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time. The Allottee(s) shall also be liable to pay proportionate monthly common area electricity charges as detailed in remark 5 Cl 1.2 above.
- (iv) Owners' Association (Association) of Allottees in the Whole Project including the Project shall be formed as required under the Act. The Association shall take over the responsibility of maintenance/ management of Common Area and Facilities of Project/ Whole Project. The allottees of all the Apartments shall

become the members of the Owners' Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Owners' Association. The Promoter shall handover the management/ maintenance of the Common Areas and Facilities of the Project to the owners' Association under the Applicable Laws.

12 CLUB

- (i) A Club is proposed to be provided in the Whole Project as part of the Common Area and Facilities of the Whole Project (Ashiana Greens) including the said Phase (Project - Ashiana Greens Phase I). The construction and development of Club and Swimming pool is expected to be completed by 31-03-2019 while the Towers are expected to be completed and Completion certificate obtained from JDA before completion of the Club. The Club with Swimming Pool shall be for the exclusive use of the apartment owners of Whole Project or their tenants and lessees and shall be maintained by the Maintenance Agency. As the Club is part of Common Areas and Facilities, the Allottee shall be entitled to use the same and its facilities. In order to ensure that the Club is maintained properly and is functional for the benefit and enjoyment of the Allottees, a minimum inflow of funds is essential and the Allottee accepts the same. Therefore, the Allottee shall be required to and agrees to pay such monthly/ quarterly/ yearly charges/ fees as may be fixed by the Promoter/ Maintenance Agency from time to time for meeting the recurring costs and expenses for operation and maintenance of the Club and Swimming Pool which are not included in Maintenance Charges, irrespective of the fact that the Allottee has not been availing of any use or facility of the club.
- (ii) However, a onetime Club Development Charge is payable by the Allottee which is included in the Total Price of the Apartment. It is made clear by the Promoter that this Club Development Charge is only towards furnishing the Club and for provision of fittings, fixtures, furniture, air conditioning, interiors, equipments etc. in the Club.
- (iii) The detailed terms and conditions governing use of Club facilities will be formulated before the Club is made operational. The Allottee agrees to abide by the rules and regulations formulated by the Promoter/ Maintenance Agency/ Owner's Association for proper and disciplined use and management of the Club and Swimming Pool. The right to use Club facilities is linked with the ownership/ occupation of the Apartment. Upon any further sale/ transfer of the Apartment, this right will accrue to the new owner and the Allottee under this Agreement will cease to have any right to use the same. However, the right to use the Club can be temporarily assigned by the Allottee to the tenant occupying the Apartment. Such entitlement of the tenant shall cease upon the lease coming to an end. At a time, only one of the two, i.e., either the Allottee or the tenant will be entitled to use the Club facilities.

13. 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 5 (five) years by the Allottee from the date of handing over possession or Deemed Date of Possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act or under any applicable laws.

However the Promoter shall not be responsible for any defect or damage caused by any act of providence, insurrection, civil riot, third party, delay in taking possession or by occupants of said Apartment or occupants of other Apartments in the said Building.

Further, in case the Allottee delays in taking over possession as per Possession Notice, the five year defect liability period shall be reckoned from stipulated Date of Possession in Notice/ Deemed Date of Possession and not actual date of delayed possession referred to in Cl. No. 7.2.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

The Allottee shall take care, in particular, to protect other parts of the building and to prevent any seepage, leakage, flooding or damage to any other part of the building. In case of any seepage affecting the Unit below or adjoining, the allottee shall take all necessary measures required to be taken including breakage of Allottee's floor/ wall/ ceiling for the seepage at his own cost or permit the same to be done by affected Allottee/ Promoter/ Maintenance Agency/ Association of Allottees.

15. USAGE:

Use of stilts and service areas :-

The stilts in Buildings and below podium 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 sanctioned plans. The Allottee(s) shall not be permitted to use the services areas, stilts in Buildings & below podium in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter/ Owner's Association/ Maintenance Society for rendering maintenance services.

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

- (i) Subject to Cl. No 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment 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 said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- (ii) The Allottee shall not make any punctures in walls or ceilings for fixing any electrical or plumbing fixture or for any wall hangings etc. or any additions or alterations or install/ erect any partitions, interiors, false ceilings etc. in the Apartment without obtaining prior written approvals from the Promoter and all necessary permissions from Competent Authorities. This condition for obtaining necessary approvals and permissions is important and essential in the interest of structural safety and security of the Apartment/ Building. The Allottee shall comply with all directions/ requirements, as stipulated by the Promoter/ Maintenance Agency/ Association/ Competent Authorities while carrying out the interiors in the Apartment/unit. In case aforesaid work is done by the Allottee without obtaining written approvals and permissions then the defect liability period shall cease and expire.
- (iii) The Allottee shall not obstruct or affect the interior work being done by any other Allottee(s) of the Project and/or the Building or cause any nuisance of any kind, which may be objectionable to the Promoter, or other Allottee(s). In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Promoter/ Maintenance Agency it shall have the right to cancel the permission forthwith.
- (iv) The Allottee 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 and the Promoter/ Maintenance Agency shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/ Maintenance Agency shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself /themselves. The Allottee shall indemnify and keep the Promoter/ Maintenance Agency harmless against all such claims or liabilities.
- (v) The Allottee shall not damage or cause any harm to the structures in the Apartment/unit or any part thereof in the process of carrying out the interiors and in case of any such damage, the Allottee shall be liable to compensate the Promoter/ Maintenance Agency.

- (vi) The Allottee shall not use the Apartment or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Apartments or for any illegal or immoral purposes.
- (vii) Even if professionals such as lawyers, doctors, chartered accountants, chartered engineers, architects, teachers, artists, consultants, etc. may be permitted under law to carry on their professional activity in their residences, it will be permissible in the apartments subject to the condition that such professional activity should not affect the security, serenity and ambiance in the said Project/ Whole Project. In case their professional activity causes nuisance or disturbance or security hazard and is objected to by other apartment owners/ residents, then practice of such professional activity will not be permissible and Maintenance Agency/ Owner's Association shall be entitled to take all steps permissible under law in this regard for maintenance of necessary security and peaceful living in the Project/ Whole Project including cessation or regulation of such professional activity.
- (viii) The Allottee shall not do or suffer anything to be done in or about the said Apartment which may tend to cause damage to any flooring, ceiling or walls of any other Apartment/ floor or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Allottee shall also not display or exhibit any picture, poster, statue or other articles which are repugnant to the morals or are indecent and immoral.
- (ix) The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas.
- (x) The Allottee also shall 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.
- (xi) Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building.
- (xii) The Allottee shall also not remove any wall, including the outer and load wall of the Apartment .
- (xiii) The Allottee 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 shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiv) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked in the Apartment for the same or approved by the Promoter/ Owners' Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners' Association, as the case may be, to take all permissible necessary steps in this regard at the cost and expenses of the Allottee(s).

- (xv) The Allottee(s) shall not raise any construction whether temporary or permanent on the balcony/ lawns/ roof-top/ terrace under his/her/its use.
- (xvi) It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project/ Whole Project secured in all ways, For the purpose of security, the Owners' Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project/ Whole Project.
- (xvii) 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.
- (xviii) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/ Said Project/ Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/ Said Project/ Whole Project and/or the Unit.
- (xix) The Allottee(s) shall not close/ cover the balconies or encroach upon common passages or common corridors.
- (xx) The Promoter or its nominated Maintenance Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment of the said Allottee or other Apartments/ or Common Areas and facilities in the said Project. The Allottee agrees to keep the Promoter and its nominated Maintenance Agency indemnified and harmless against any criminal / civil liability or any loss or damage that may be caused to the Promoter or its nominated Maintenance Agency, the allottee and his family members and other Allottees or their family members or any other persons or their properties in this regard.
- (xxi) The Allottee is aware that merely purchasing the said Unit is not enough and that the upkeep of the said Unit, the common areas, the security and order within the said Project require certain restrictions on the conduct of the occupiers to enable peaceful, harmonious, safe and secure utility of the said Unit and all other Units in the Project by the occupiers. To be able to do so it is hereby agreed by the Allottee that there shall be several restrictions on the use of Common Areas & Facilities as defined under this Agreement, some of which are placed by these presents and others may be placed in the Maintenance Agreement or by the Association of Allottees by a resolution passed by the majority to that effect, which shall be binding on the Allottee. The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Owners' Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/ Whole Project
- (xxii) There will be restrictions on the use of lawns/ parks/ green areas as the Promoter/ Owner's Association/ Maintenance Agency may impose. That the lawns, parks and other common areas in the Project /Whole Project are strictly neither permitted nor shall be used for organizing personal functions such as

marriages, birthday parties etc. The space provided in the Club for organizing meetings and small routine family functions (excluding large functions like marriages), may be used by the Allottee for organizing such functions as may be permitted on payment of such charges as may be fixed by Promoter/ Owner's Association/ Maintenance Agency from time to time.

- (xxiii) The Building design shall incorporate adequate fire safety and escape measures, many of which will fall in common areas. The Allottee or occupant or any of his tenants, agents, servants, employees, licensees, or visitors shall not block any of passages, staircases, fire exits in any manner or for any reason whatsoever, and shall not handle or damage or render dysfunctional any of the fire-fighting equipment installed in the said Project/ Whole Project. The Allottee (or their tenants) and their employees will participate in periodic fire safety drills. The Allottee on his part shall not do any act or omission which will in any way detract on the functioning or efficacy of these.

17. ASSIGNMENT/ TRANSFER OF APARTMENT :

The Allottee shall not be entitled to transfer his rights in the Apartment under this Agreement to any third party or to get his name substituted by another person without the prior written consent of the Promoter.

Such transfer may be permitted by the Promoter in accordance with prevailing rules/ regulations/ laws and in such a case administrative charges as prescribed by the Promoter from time to time (not exceeding Rs. 100 per sq. ft. of Carpet Area) will be paid by the Allottee at the time of assignment/ transfer. The Allottee will solely be liable for any incidence of stamp duty including interest and penalty thereon if imposed by the Authorities at any time in future on such assignment/ transfer. Any change in the name of the Apartment Allottee (including addition/ deletion) as registered with the Promoter will be deemed as transfer for this purpose. Disputes/ Claims, if any, between transferor and transferee will be settled between transferor and transferee and the Promoter will not be a party to this or be liable for the same. The transferee and all subsequent transferees shall be bound by the terms of this Agreement.

18. HOUSING FINANCE LOANS :

- (i) That in case the Allottee desires to avail housing loan/ finance for purchase of said Apartment, the Promoter may facilitate him for obtaining the same only from those financial institutions/ banks with whom the Promoter has tied up/ made arrangements for said purpose. The responsibility of getting the loan sanctioned and disbursed as per Schedule of Payments given in Schedule-7 shall rest exclusively on the Allottee and the terms of the financing agency shall be binding and applicable exclusively upon the Allottee only. In the event of loan not being sanctioned or disbursement getting delayed, timely payment to the Promoter as per Schedule of Payments Schedule- 7 shall be responsibility of the Allottee and he shall be liable to pay delay payment interest.
- (ii) Any Agreement between any bank/ HFI and the Allottee shall be entered into by the Allottee at its sole cost, expense, terms and conditions, liability, risk and consequences. It is however, agreed and accepted by the Allottee that the

Promoter shall not be responsible in any manner whatsoever for the lien and encumbrance of the HFI/ bank on said Apartment in respect to housing loan obtained by the Allottee for financing purchase of said Apartment and he alone shall be responsible for the same. However, in case the Promoter is required to join in execution of any Agreement between the financing HFI/ Bank and the Allottee to facilitate grant of housing loan for purchase of said Apartment and if said Agreement is terminated/ cancelled and the Promoter is required to refund the outstanding dues of aforesaid housing loan to the HFI/ Bank then in such an event, i) this Agreement shall automatically stand cancelled and ii) the Promoter shall refund total amount demanded by the HFI/ Bank and shall refund the remaining balance to the Allottee after deducting 10% booking amount and any non-refundable taxes, levies and delay payment interests paid / payable, brokerage if any. In case the Promoter is forced to pay to the HFI/ Bank amount in excess of amount remaining after deduction of booking amount and other non refundable amounts then the Promoter shall be entitled to claim the same from the Allottee and the Allottee shall keep the Promoter indemnified against all losses and damages, charges, claims, interests, etc. incurred by the Promoter due to said cancellation.

- (iii) The Allottee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Promoter for assisting the Allottee in obtaining housing loans from banks or HFI. The Allottee further agrees that all such loans shall be disbursed directly to the Promoter only by the bank/ HFI and hereby irrevocably authorizes the Promoter to receive the same for and on behalf of the Allottee and to retain all such loan amounts as and when received towards existing and/or future installments and other charges payable by the Allottee as detailed in Schedule of Payments hereunder written.
- (iv) The written consent of the Promoter will be required in writing for creation of mortgage of the rights of the Allottee in the said Apartment, derived from this Agreement.
- (v) The Allottee's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the ability or capacity of the Allottee to obtain such financing and the Allottee will remain bound by the terms of this Agreement whether or not he is able to obtain financing for purchase of said Apartment.

19 GENERAL :

- (i) It is agreed and accepted by the Allottee that this Agreement is for the purpose of sale/ transfer of the said Apartment as an immovable property as a built-up unit togetherwith proportionate undivided right, share and interest in the Total Land and the Common Areas and Facilities of the Project and until all sums payable by the Allottee in terms of this Agreement are paid by the Allottee and conveyance is done, the Promoter shall continue to be the owner of the said Apartment and always have the first charge on the said Apartment for balance amounts payable in terms of this Agreement.

- (ii) It is further clarified by the Promoter that, even though, GST shall be payable by the Allottee, it is agreed and accepted by the Allottee that all payments made by the Allottee against the said Apartment shall be part payment towards Sale Consideration and other charges etc. payable by the Allottee for purchase of the said Apartment as a built-up immovable property and until all amounts payable in terms of this Agreement are paid by the Allottee to the Promoter and conveyance/ possession given to the Allottee, till then the ownership of said Apartment shall remain with the Promoter.
- (iii) The Allottee agrees and understands that certain residential apartments in the Project may have some exclusive areas like terrace, lawn area etc. attached to them as limited common areas which are intended to be sold/ conveyed along with the said apartments only . The Allottee having agreed to purchase the Apartment as detailed in Schedule - 4 respectively shall not raise a demand or claim upon the Promoter to provide any other areas, balconies, terrace, lawn areas etc. which do not form part of the description and specifications of the Said Apartment being subject matter of this Agreement nor object or interfere with the enjoyment of such areas, balconies, terrace, lawn areas etc. by the respective Apartment owners.
- (iv) 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) for purchase of said Apartment, whether in or outside India, the Promoter shall in no way whatsoever be responsible or liable for payment thereof unless expressly agreed by the Promoter.
- (v) The Promoter shall be solely entitled to refund of any or all amounts/ deposits paid by the Promoter to various authorities in respect of the Project.

20 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :

- (i) The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. The Allottee covenants to observe all rules and regulations of the local Authority, municipal corporation/ local body and keep the Promoter and owners/ occupiers of other apartments in the said Project/ Whole Project indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, defaults or non-compliance of the same by the Allottee.
- (ii) The Allottee shall be liable to pay from the deemed date of Possession or Date of actual Possession whichever is earlier House Tax, Property Tax, Fire Fighting Tax or any other fees, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Apartment is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee to the Promoter/ Owners' Association in proportion to the Carpet Area of said Apartment. The Allottee agrees to reimburse the same to the Promoter/ Owners' Association/ Maintenance Agency within 15 days from the Date of Demand in this regard failing which delay payment charges/ delay interest @ 18% p.a. shall also be payable by the Allottee.

- (iii) The Allottee hereinafter agrees to comply with all legal requirements for purchase of immovable property wherever applicable and to sign all requisite application forms, affidavits, undertakings, any other papers/ documents etc. in this regard. The Allottee also agrees to comply with requirements of the Income Tax Act, 1961, as applicable, if any and he alone shall be responsible for consequences due to his failure to comply with same.
- (iv) The Association of Allottees shall be liable and responsible for applying or obtaining renewal of All NOC, statutory renewals which are required to be obtained for the Building in future after conveyance of common areas in favour of Association of Allottees. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

21. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act. However the Promoter shall be fully entitled to construct on the remaining part of the Total Land as per the sanctioned plans or revisions thereof and the Promoter shall be entitled to obtain revision of sanctioned plans for the balance part of the Whole Project in accordance with rules and regulations of the JDA. It is clarified by the Promoter and the Allottee agrees that the Promoter shall be entitled to connect the electric, water, sanitary and drainage, power back-up and other facilities and connections of the balance part of Whole Project (i.e Towers T4, T5, T6, T7, T8, Commercial Block and EWS Block) with the existing facilities and connections provided for Whole Project in the Phase/ Project. The allottee agrees that under any circumstances he shall not stop or take any steps to stop such construction on the ground of nuisance, disturbance or for other reasons of any nature whatsoever or demand any compensation or make any objection/ claim.

The Promoter has represented to the Allottee that there are certain facilities/ services/ development works/ amenities, which are not part of the said Project and will be provided as part of the subsequent phases of Whole Project,. The Allottee agrees that the Promoter may undertake changes / relocation of facilities in subsequent Phases depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

The Promoter shall have the right to raise construction finance/ loan from any Bank/ Financial Institutions/ Body Corporate and for this purpose shall be required to create charge/ mortgage/ securitization of Total Land and the Buildings/ Apartments constructed/ to be constructed in future thereon and receivables therefrom, either in full or in part in favour of said Banks/ institutions and the consent of the Allottee shall be deemed to have been granted for creation of such charge during the construction/ development of the Project. Notwithstanding the foregoing, the right and interest of the Allottee to said Apartment shall not be affected by such charge/ securitization and the Promoter hereby confirms to obtain NOC from concerned Bank / FI and to transfer said Apartment to the Allottee and execute & register sale/ conveyance deed in respect thereof free from all such encumbrances.

23. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT:

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

25. RIGHT TO AMEND :

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against

and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

If at any stage after sale/ conveyance deed of the said Apartment, the Allottee decides to sell and/ or transfer the said Apartment, he shall be bound and obliged to clear and make payment of all Maintenance charges and Bills which are outstanding and due and to obtain No Dues Certificate from the Maintenance Agency/ Owner's Association. The Allottee shall inform to the Maintenance Agency/ Owner's Association the names, address and other particulars of the new purchaser/ transferee of the said Apartment. In such sale/ transfer, the Interest Free Maintenance Security shall stand transferred in the records of the Promoter and/or the Maintenance Agency to the name of the new Purchaser/ transferee of the said Apartment who shall be deemed to be the Allottee in place and stead of the erstwhile Allottee.

27. WAIVER NOT A LIMITATION TO ENFORCE:

- 27.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as setout in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned in this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 27.2 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.

28. 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.

29. 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.

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

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

31. **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.

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

33. **NOTICES :**

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

M/s.....(Promoter's name)

Allottee(s) name

Address.....

Address.....

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

34. **JOINT ALLOTTEE:**

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

35. **SAVINGS:**

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

36. **GOVERNING LAW:**

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

37. **JURISDICTION:**

That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

38. **DISPUTE RESOLUTION :**

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

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

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 with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the 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
Name
Signature
WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

Description of Total Land/ Scheduled Land

1. All that piece and parcel of Land measuring 37968.60 sq mtrs more or less comprised in Khasra Nos. 519, 520, 521, 522, 523, 525, 527 and 529 lying and situated at Vill. Neendar, Dist. Amer, Jaipur as shown below and bounded as follows :

North - 80 Ft wide road
South - Other's Land
East - proposed road / other's Land
West - Other's Land/ Road
- 2- Latitude/ Longitude of the end points of the Project
In North
In South
In East
In West
- 3- Other details of Location of Project
4. Location Map

SCHEDULE-2
(Site Plan of the Project)

SCHEDULE-3
(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4
[Description of the Apartment
]

SCHEDULE-5
(Specifications, facilities, amenities, which are part of the Apartment)

SCHEDULE-6

Specifications, Facilities, Amenities internal/ external
development works etc which are part of the Project

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

1. Access to the Project
The access to the Project is from a 80 ft wide road which is connected to Sikar Road.
2. Electric Supply - Electric Supply :
33 KV HT power supply has been sanctioned by JVVNL and the supply grid line from the JVVNL sub-station to the Project Site has already been erected.
3. Sewage Treatment Plant -
STP for treatment of sewage is proposed to be installed in the Project. The treated affluent from STP will be further treated by filtration and chlorination and shall be stored in underground storage tanks for use in flushing water and horticulture purposes.
4. Power Back up Facility
DG Power Back up facility shall be installed in the Project to provide DG power for operation of essential services during power failure. 1KVA power back up shall also be provided to each Apartment.
5. Street Lighting
Street lights on 3 mtr high pole posts shall be installed at a distance of 15 to 18 meters all around the Complex as per design provided by Consultant. Step Light, uplighters, bollards etc shall be provided at various locations.
6. Club House
A club house with swimming pool, gym, games room, party hall etc. is proposed to be constructed in the Project.
7. Landscaping and Tree planting
Proper green belt will be provided along the periphery of the Boundry line. The area above podium shall be landscaped with grass, shrubs, small trees, soft scape and hard scape.

SCHEDULE - 7

Detail of Unit

Name of First Allottee	
Name of Second Allottee	
Name of Third Allottee	
Project & Location	Ashiana Greens (Phase I) Vill Neendar, Sikar Road, Jaipur
Type of Unit	Type _____
Unit No.	No _____ on _____ Floor _____ in Block / Tower
Carpet Area	_____ Sft. (_____ Sq. Mtr.)
Exclusive Balconies	Balcony 1 _____ Sft. (_____ Sq. Mtr.) Balcony 2 _____ Sft. (_____ Sq. Mtr.)
Built - up / Covered Area	_____ Sft. (_____ Sq. Mtr.)
Super Built-up/ Super Area	_____ Sft. (_____ Sq. Mtr.)
Parking	Exclusive right of use for One No. Covered/ Open reserved car parking space

Statements of Amounts Payable

BREAK-UP

- Price of Unit Rs. _____
- Additional cost for Covered reserved car parking space Rs. _____
- Preferential Location Charges Rs. _____
- Community Centre (Club) Facilities Charges Rs. _____
- 33 KV HT Grid supply line Charges Rs. _____
- Reticulated Pipe Cooking gas supply Charges Rs. _____
- Legal Charges Rs. _____

Total Price of the Apartment Rs. _____

Additional Charges

- GST/ Taxes (as applicable) Rs. _____
- Labour Cess (as applicable) Rs. _____
- Advance Maintenance Charges (AMC) for 2 years Rs. _____
- Contribution towards Capital Equipment Repair & Replacement Fund (sinking fund) Rs. _____
- Advance Common Area electricity charges for 24 months Rs. _____
- Interest Free Maintenance Security deposit Rs. _____

Total Additional Charges Rs. _____

Total Amount payable Rs. _____

Note : Further costs and charges as stated in Remarks of Cl. 1.2 above shall be borne and paid by the Allottee in addition to Total Amount Payable as above

Contd....

Schedule Of Payment

Annexure I

Detailed Plan of Development Works to be undertaken

Following development Works shall be developed in the said Project/ Phase :

1. Fire Fighting Facilities :

Fire protection and fire fighting equipments/facilities will be provided in the said Project as per NBC 2005 guidelines.

2. Water Supply :

The Promoter has applied to Public Health Engineering Department for supply of Water in the Project. Presently PHED/ municipal water supply is not available in the area. Till such time PHED/ municipal water supply becomes available to the Project water shall be arranged for drinking and other purposes through water tankers from external sources or underground if permission for the same is granted.

3. Emergency Evacuation Services :

One Number fire escape staircase of appropriate width has been provided in each Block/ Tower as per NBC guidelines in addition to normal staircase.

4. Rain water harvesting :

3 Nos. Rain water harvesting pits as per design and capacity provided by the Consultant shall be constructed and operationalize in this Phase/ Project.

5. Renewable Energy :

Solar Panels will be installed on Terrace of each Block. Solar heated water will be provided for one toilet in each apartment through hot water lines to the toilet.

Annexure II

The stage wise time-schedule of completion of the Project/ Phase

Stage I	Detail of Work to be completed	Proposed Completion Date		
		T1	T2	T3
	Tower / Building			
I	Completion of Foundation	Completed	Completed	Completed
2	Completion of Super Structure	Completed	Completed	Completed
3	Completion of Development works of the Buildings like Brick Work, Plastering, Flooring, Tile Work, Wood Work, Plumbing, Electrification, Painting, Lifts, Fire Fighting, Completion of External Plaster and Paint			
4	Provision of External Development Works like electric supply lines, sewage and storm water drainage lines, STP, rain water harvesting, internal roads and parking area, development of green areas.			
5	Obtaining Completion Certificate			
6	Grace Period of 6 months			
7	Finishing and Handover			

Annexure IIIA

Common Area Maintenance of the Project

Indicative Terms and Clauses regarding Common Area Maintenance of the Project are given below.

1. The Promoter shall organize the operation and maintenance of various common services and facilities in the said Project, initially for a period not exceeding 24 months from Date of Completion Certificate of the Project through a maintenance agency nominated by it (hereinafter referred to as Maintenance Agency).
2. The Maintenance Agency shall organize the Maintenance of Common Areas and Facilities in the Complex (hereinafter also referred to as Complex Maintenance and Management / CMM) as per Scope of Complex Maintenance and Management briefly described in Annexure-IIIb attached herewith.
3. The Allottee shall be required to and hereby agrees to execute Complex Maintenance & Management Agreement with the said Maintenance Agency and Allottee before taking possession of said Flat, for managing and maintaining all common areas, services and facilities in the said Project/ Complex. The said Complex Maintenance & Management Agreement shall initially be for a period not exceeding 2 (two) years from the Date for Possession of the said Apartment unless terminated earlier upon handing over of Complex Maintenance and Management and common services and facilities to Association of the Allottees of the Project/ Whole Project or terminated by the Promoter. The Allottee further undertakes to abide by the terms and conditions of the Complex Maintenance & Management Agreement from time to time. The indicative general terms and conditions of the said Maintenance Agreement are given hereinafter.
4. The Allottee agrees to pay to the said Maintenance Agency, Complex Maintenance and Management Charges as fixed by the Promoter for 2 yrs. in advance (hereinafter referred to as Two Years Advance Maintenance Charges) at the time of Possession together with Service Tax and/ or any other taxes as applicable at that time. The AMC as stated in Schedule of Payments has been fixed on the basis of prices and costs prevailing as on date and the same may be revised in the context of prices and costs prevailing at the time of possession. The date of commencement of Common Area / Complex Maintenance & Management shall be intimated by the Promoter to the Allottee and the maintenance charges will be reckoned as due and payable from that date. The Promoter reserves the right to enhance the maintenance charges payable by way of further one time, annual or monthly charge, should the maintenance charges fall insufficient for the proper maintenance of the Project / Complex.

Since the share/ interest of Allottee in the common areas of the Project/ Whole Project is undivided and cannot be divided or separated, the Allottee shall use the common areas in the Project/ Whole Project along with other occupants without causing any inconvenience or hindrance to them.

- 5a) The aforesaid Common Area /Complex Maintenance and Management Charges (CMM Charges) shall include costs and expenses of following services within the said Project/ Complex:
- i) House keeping of common areas.
 - ii) Watch & Ward Security of the Complex.
 - iii) Operation of common facilities and equipment excluding club house and swimming pool.
 - iv) Horticulture.
 - v) Annual Maintenance Contracts (non-comprehensive) for lifts, generators, fire fighting equipments, Security Systems installed in the Complex.
 - vi) Administrative expenses including salaries of maintenance and other staff.
 - vii) Supervision and Management costs and expenses of the FM Agency which shall be 20% of the total of (i) to (vi) above

The above costs shall be divided over total area of the Project and shall be the CMM charges payable by allottee as part of 2 years advance CMM charges / Advance Maintenance charges (AMC).

- b) The following costs and expenses are not included in CMM Charges/ AMC and shall be met out of the Sinking/ Capital Equipment Replacement and Repairs Fund detailed hereinafter :
- i) Replacement of Lighting / Electrical fixtures - Fused Bulbs, Tube Lights, Chokes, Starters, MCB's, ELCB's Switches, cables and wires etc.
 - ii) Replacement of taps, pipes, fittings, valves etc. in common areas only (excluding inside the flat).
 - iii) Cost of Horticulture consumables like Khaad/fertilizer, plants, good earth etc.
 - iv) Cost of consumables for operation of sewage treatment plant.
 - v) Cost of repairs of common areas, boundary walls, drains, parking areas, club/community areas, swimming pool, roads etc.
 - vi) Repairs, Replacements or servicing of transformer / electric panels / feeder pillars / electric cables / generators and power back-up systems / fire fighting equipment / electronic security & surveillance equipments / water supply equipments and filtration plant / refilling of fire extinguishers / sewage treatment plant, all types of pumps, piped gas supply installation, air-conditioners, etc.
 - vii) Painting / White Washing of the exteriors of the buildings, common areas within buildings and common areas within the Complex.
 - viii) Carpeting and/ or laying of roads in the said Complex;
 - ix) Replacement of Sewage, drainage, water supply and other pipes & fittings due to breakages / damages / choking etc.
 - x) Purchase of any additional equipment / asset for the Complex.
 - xi) Fire insurance for the buildings and electro-mechanical installations (shall be charged extra prorata from all owners).
 - xii) Periodical and major/special servicing of DG sets, transformers or any other equipment as prescribed by the manufacturer.

- (c) It is further agreed and confirmed by the parties that the services mentioned below are not included in the Scope of Common Area/ Complex Maintenance & Management Services;
- i. Seepage defects inside the Units either due to faults in the affected Unit or in the other Units;
 - ii. Painting of the insides of Units;
 - iii. Insurance of building structures, common areas and facilities
 - iv. Insurance of contents within the Units;
 - iv. Run errand for payment of utility (telephone, electricity, gas etc) bills of Allottee;
 - v. Porterage;
 - vi. Painting/ Polishing of main entrance door of Allottee Unit;
 - vii. Replacement of broken windowpanes;
 - viii. Cleaning of choked drain inside the Unit;
 - ix. Electricity, Plumbing or other mechanical faults inside the Units;
 - x. Repair/ installation of Allottee owned electrical and plumbing equipments.
- 6 The monthly or periodic recurring cost / bills of electricity, water, generator power back up for common areas and services, monthly charges payable to local bodies towards sewage, drainage and water connections are not included in the 2 year Advance maintenance Charges(AMC) and shall be borne and paid by the Allottee to the FM Agency / Builder separately and additionally as billed / based on actual expenses on pro rata basis with effect from the date for possession notified to the Allottee.
- 7 The Allottee also agrees to pay in advance contribution towards a Sinking Fund/ Capital Equipment Replacement and Repairs Fund as shall be fixed by the Builder. As and when any capital equipment within the buildings or the Complex including but not limited to generating sets, lifts, fire fighting arrangements, electric sub-station, VCB's, transformers, electric panels, electric cables, pumps, filtration plant, Sewage treatment plant, security & surveillance systems, pre-paid electricity system (if installed), sewage, drainage and water supply pipe lines, club house equipments or any other plant / equipment of capital nature etc. requires servicing , repairs, replacement or upgradation, or any fresh purchase of new assets for the Complex, the cost thereof shall be met out of the Sinking Fund / Capital Equipment Replacement and Repairs Fund. The repairing, re-plastering, painting of exteriors of the buildings, boundary walls and all common areas comprised within and outside the buildings in the Complex and all repairs/ replacements in the nature of civil construction are excluded from the Scope of Common Area / Complex Maintenance and Management described in Schedule - ____ hereto and the cost thereof shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. In case the funds available in the said Sinking Fund/ Capital Equipment Replacement and Repairs Fund are not sufficient to meet the requirement of the occasion for any such repairs, replacement, up gradation the short fall shall be met by contributions from the Allottee and all other allottees on pro-rata basis.

- 8 It is made clear that Common Area Maintenance of Whole Project including said Project shall be organized by Maintenance Agency appointed by the Promoter through various outside/ outsourced specialist agencies for different services under separate agreements/ arrangements to be entered into with them. The responsibility of the Promoter and/ or Maintenance Agency will be limited only to the extent of organizing these agencies and coordinating with them to the best of its ability as reasonably and practically possible and to monitor, subject to human failures, limitations and short comings, the operation and functioning of these agencies in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance is found to be unsatisfactory.
- 9 The Allottee is aware that merely purchasing the said Apartment is not enough and that the upkeep of the said Apartment, the common areas, the security and order within the said Project / Whole Project require certain restrictions on the conduct of the residents/ occupiers to ensure security and safety of the said Apartments and all other apartments in the Project / Whole Project.
- 10 Since the Apartment hereby agreed to be sold is part of a Group Housing Project, the Allottee understands, agrees and accepts that there will be stringent rules, regulations, restrictions and measures to ensure security and safety. The entry into the said Project/ Whole Project as also in each tower shall carry several restrictions with a view to provide safety and security. The visitors may have to be screened and entry to any undesirable person may be prohibited and other records maintained. The final decision in this regard will be of the Maintenance Agency/ Owner's Association. The allottees will submit to and cooperate with all such requirements so as to maintain a level of safety and security for the residents.
- 11 The Owner's Association or its Maintenance Agency or Security Agency duly appointed by it shall be free to restrict the entry into the said Project/ Whole Project of anyone whom they consider undesirable, without assigning any reason whatsoever, at the outer gate itself. In case of insistence, the security staff of the Building will be at liberty to call upon the Allottee/ lawful tenant / occupant to come to the gate and personally escort the person from the gate to his Apartment and assume the responsibility of escorting him out as well. If required the Maintenance Agency/ Owner's Association or its security agency duly appointed can also ask for the proof of the identity of the guest and require the Allottee to give undertaking with regard to his guests who shall not object to the same.
- 12 The Watch & Ward Security of the Project/ Whole Project shall comprise of general security of the Project/ Whole Project, more particularly, regulation of entry and exit of people and vehicles in the Project/ Whole Project to the extent practically possible and feasible. The responsibility of providing Watch & Ward Security services to said Project/ Whole Project shall be entrusted to a outsourced Security Agency appointed for the said purpose.
- 13 It is hereby agreed, understood and accepted by the Allottee that the security agencies available in the market, including highly reputed ones, do not guarantee full proof safety and security of the Project / Whole Project or Allottees residing in

the Project / Whole Project or their belongings and properties and do not accept any financial / criminal / civil liability whatsoever for any mishap in any Apartment or building or the Project / Whole Project. It is further made clear and agreed and accepted by the Allottee herein that neither the Promoter nor the Maintenance Agency shall have any financial / criminal / civil liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime/ mishap/ accident occurring in the said Apartment/ Building/ Project or any part thereof due to any lapse/ failure/ shortcoming on part of the staff of the security agency and/ or Promoter/ Maintenance Agency.

14. That the lawns, parks and other common areas in the Project/ Whole Project are strictly neither permitted nor shall be used for organizing personal functions such as marriages, birthday parties etc. There will be restrictions on use of lawns/ parks/ green areas may be imposed by the Promoter/ Owner's Association/ Maintenance Agency. The space provided for organizing meetings and small routine family functions (excluding large functions like marriages) in the Community Centre/ Club of Whole Project, may be used by the Allottee for organizing such functions as may be permitted on payment of such charges as may be fixed by Maintenance Agency/ Promoter/ Owner's Association from time to time.
15. The Allottee shall be responsible and liable to pay for water connection & sewage connection charges and to pay one time and/or recurring property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Apartment from the Date for Possession/ deemed Possession irrespective of the fact that the Allottee has not taken over possession or has not been enjoying the benefit of the Apartment. Till the Apartment is individually assessed to property tax or any other charges as aforesaid by the authorities, the Allottee shall be liable to pay to the Promoter on demand, such taxes/charges whether levied now or in future on the land/buildings of the Project, proportionate to the Carpet area of the Apartment.

Annexure III B

Scope of Common Area Maintenance

The scope of Common Area Maintenance & management to be undertaken by Maintenance Agency at Ashiana Greens, would cover :

1. House-keeping of Common Areas
 - 1.1 Daily sweeping of common areas within the buildings and outside the buildings within the Complex.
 - 1.2 Daily collection of domestic refuse/ garbage from the collection point as fixed by Maintenance Agency.
 - 1.3 Cleaning of external drains.
2. Horticulture
Regular maintenance and upkeep of gardens, plantations, greenery, fountains etc in the common areas within the Commercial complex.
3. Operation of Common Facilities/ Services & Equipments (excluding Community Centre/Club & swimming Pool)
 - 3.1 Water Supply
 - 3.1.1 Maintenance and operation of pumping sets – Pumping of water on need basis.
 - 3.1.2 Maintenance, operation and upkeep of water distribution network within the common areas of the Complex including pipe lines, valves etc.
 - 3.2 Power Supply
 - 3.2.1 Operation & Maintenance of power distribution network including transformers, switch gears, panels, DG Sets, cables etc.
 - 3.2.2 Operation and maintenance of street lights, lighting of passages, corridors and other common areas within the building and the Complex.
4. Community Centre / Club
General upkeep & maintenance of the Community Centre/ Club Building.
5. Security
To organize round-the-clock watch & ward security of the Commercial complex.
6. Annual Maintenance Contracts (non-comprehensive) of equipments viz. lifts, generators, fire fighting equipments, security systems installed in the Complex as required and deemed fit by the Maintenance Agency.

Note : Any matter relating to municipal taxes, permissions, licenses required from any municipal/ local body with respect to the individual Unit or the Complex as a whole except for common services, shall not be within scope of services to be provided by Maintenance Agency/ Promoter.

The above scope is only for indicative purpose. A detailed maintenance agreement shall be executed between the Promoter / Maintenance Agency and the Unit owner which shall be the final & binding arrangement.



सत्यमेव जयते

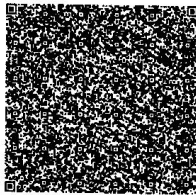
INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

Certificate No.	: IN-RJ13443993780546P
Certificate Issued Date	: 04-Aug-2017 04:54 PM
Account Reference	: NONACC (SV)/ rj3058004/ JAIPUR/ RJ-JP
Unique Doc. Reference	: SUBIN-RJRJ305800420403849235618P
Purchased by	: The Green Triveni Developer
Description of Document	: Article 4 Affidavit
Property Description	: N A
Consideration Price (Rs.)	: 0 (Zero)
First Party	: The Green Triveni Developer
Second Party	: N A
Stamp Duty Paid By	: The Green Triveni Developer
Stamp Duty Payable	: 100 (One Hundred only)
Surcharge for Infrastructure Development	: 10 (Ten only)
Surcharge for Propagation and Conservation of Cow	: 10 (Ten only)
Stamp Duty Amount(Rs.)	: 120 (One Hundred And Twenty only)

Affidavit

I, Mayank Raj Modi son of Shri Raj Kumar Modi, aged 39 years, resident of BB-16, Greater Kailash Enclave Part – II, New Delhi - 110048 duly authorised by the Ashiana Homes Private Limited having Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata – 700071, West Bengal and Corporate Office at 3H, Plaza M-6, District Centre Jasola, New Delhi – 110025 being one of the partner of the Promoter, The Green Triveni Developer, do hereby solemnly declare, undertake and state as under:
For THE GREEN TRIVENI DEVELOPER



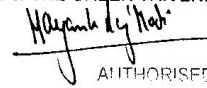
Mayank Raj Modi

AUTHORISED SIGNATORY

0002388597

1. That we have applied for registration of our Project Ashiana Greens Phase-I at Khasra Nos. – 519 to 523, 525, 527 & 529, Village Neendar, Tehsil – Amer, Sikar Road, Jaipur, Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement to Sell attached with our aforesaid application is based on model draft given as Form G in the the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft Agreement to Sell is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.

For THE GREEN TRIVENI DEVELOPER

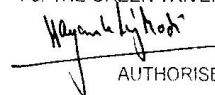


AUTHORISED SIGNATORY
Deponent

I, Mayank Raj Modi son of Shri Raj Kumar Modi, aged 39 years, resident of BB-16, Greater Kailash Enclave Part – II, New Delhi - 110048, do hereby verify that the contents in Para No. 1 to 3 of my above affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this 5th day of August, 2017.

For THE GREEN TRIVENI DEVELOPER



AUTHORISED SIGNATORY

Deponent