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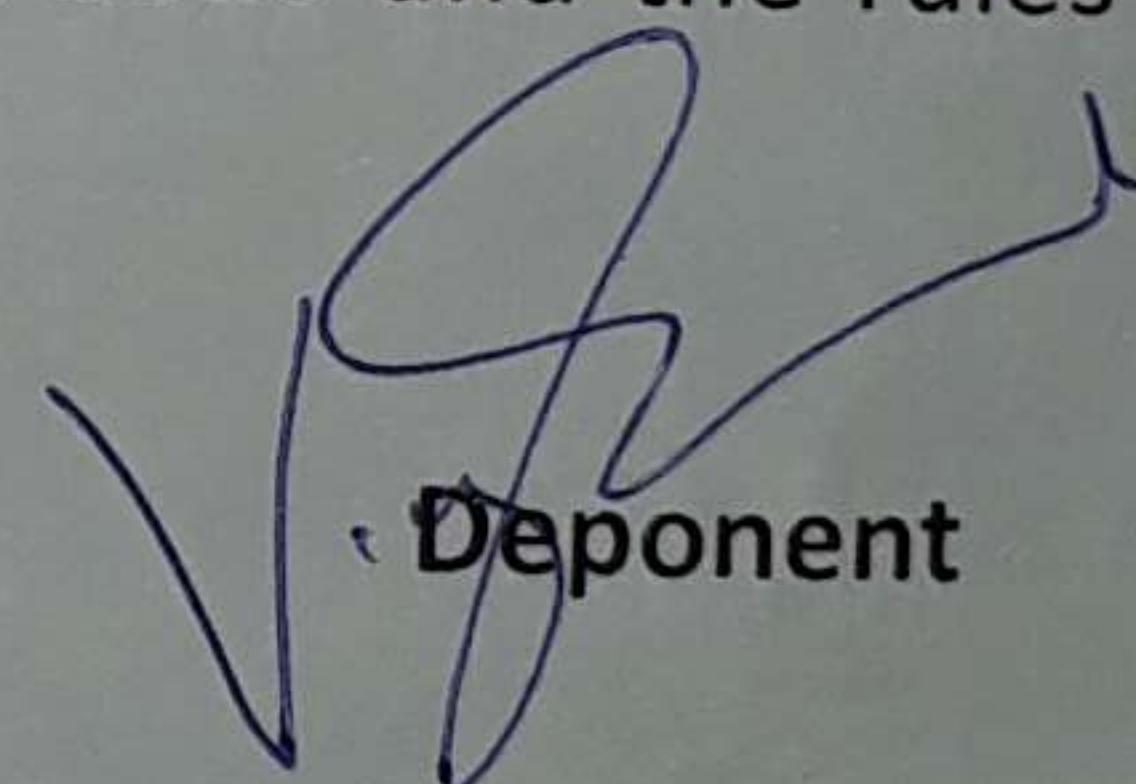


Affidavit

I, Vinay Tambi Son of Shri Awadh Behari Tambi aged 45 R/o 701, Somdatt's Landmark, Hawa Sadak, Civil Lines, Jaipur-302006 (Raj.) duly authorized by the promoters of M/s Taruchaya Colonizers LLP, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Taruchaya Residency" at G-20, west way heights (Truck Terminal Scheme) Near Heerapura Power Station Ajmer Road, Jaipur-302006, State- Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.




Deponent

Verification

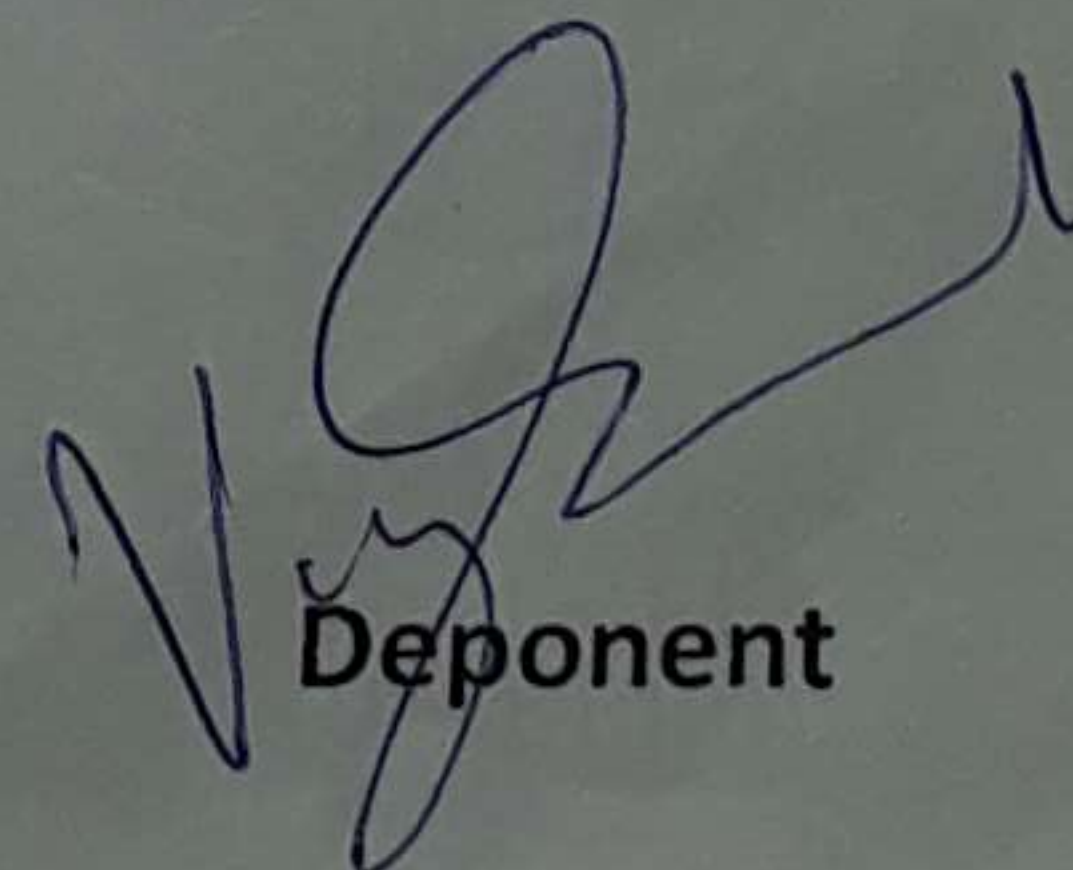
I, Vinay Tambi Son of Shri Awadh Behari Tambi aged 45 R/o 701, Somdatt's Landmark, Hawa Sadak, Civil Lines, Jaipur-302006 (Raj.) do hereby that the contents in para No.1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 12th day of August 2017.

ATTESTED

NOTARY PUBLIC
JAIPUR (INDIA)

14 AUG 2017


Deponent

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संज्ञा संख्या 4095 दिनांक 10-08-2017

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10-08-2017

संज्ञास्थान स्टाम्प अधिनियम, 1998 के	
अन्तर्गत स्टाम्प राशि पर प्रयोजित अधिभार	
1. आधारभूत अवसरदाता	5/-
2. गाय	5/-
3. गाय	10/-
हस्ताक्षर स्टाम्प वेन्डर	

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Please affix Color
photograph of
Allottee/ First
Allottee with
signature
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Please affix Color
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AGREEMENT TO SELL

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

1. PARTIES TO THIS AGREEMENT:

- 1.1 **M/s Taruchaya Colonizers LLP**, a limited liability partnership duly registered and incorporated under the provisions of Limited Liability Partnership Act 2008 and having its registered office at corporate office at D-701, Diamond Tower, Plot No. 4 & 5, Somdatt Landmark, Hawa Sadak, Civil Lines, Jaipur 302006, through its designated partner Shri Vinay Tambi, S/o Shri Awadh Behari Tambi, aged about 44 years, R/o D-701, Somdatts Landmark, Hawa Sadak, Civil Lines, Jaipur, duly authorized by the Company (hereinafter referred to as "**THE PROMOTER**" or "**THE DEVELOPER**" or "**THE SELLER**"), [which expression shall unless repugnant to the context or meaning thereof be deemed to include the said Company and its successor(s) and permitted assign(s)], of the First Part

AND

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

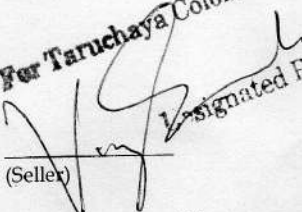
(Hereinafter the **Seller** and the **Allottee(s)** shall collectively be referred to as "**Parties**" and individually as "**Party**" as the context may requires)

For Taruchaya Colonizers LLP
Designated Partner
(Seller)

(Buyer)

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

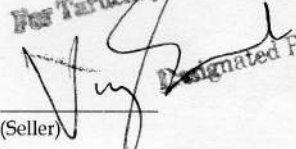
2. **IN THIS AGREEMENT** unless it is contrary or repugnant to the context:
- 2.1. **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
- 2.2. **"Advertisement"** means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.
- 2.3. **"Unit/ Apartment"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms on enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified *and as described in Schedule-D of this Agreement.*
- 2.4. **"Building/Complex"** shall mean the multi-storied building developed as described in Schedule -C hereunder.
- 2.5. **"Built up Area"** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- 2.6. **"Carpet Area"** Net usable area of an apartment excluding area covered by external walls, services shaft, exclusive balcony or verandah and terrace area.
- 2.7. **"Common purposes"** shall mean and include the purposes of maintaining and managing the Complex and in particular the common area/common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the allottees inter-se relating to building/complex and the common use and enjoyment thereof.
- 2.8. **"Common Parts / Common spaces/Common area/Common facilities"** shall mean and include such area occupied by the building/complex which is for common use of all occupants and includes the facilities as well as the common areas like area occupied by lift, lobbies, staircase, entrance, water tanks, electrical transformer and panel, guard room, common toilets, generator room etc. and all spaces meant for common use of the occupants of building/complex and the equipments/facilities provided and/or reserved for the common use and the enjoyment in the building/complex more particularly described in Schedule H.
- 2.9. **"Common expenses"** shall mean the expenses for common purposes including those mentioned in Schedule - I attached hereto.

For Tarachaya Colonizers LLP

(Seller)

(Buyer)

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

- 2.10. **"Completion Certificate"** means the completion certificate, or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 2.11. **"Composite Project"** shall mean the entire project consisting of several units comprising of the combination of one or more of various kind of units such as Flats, Commercial spaces along with common parts/ common spaces/ common area therein being constructed/ developed on the land admeasuring around 9296.23 Square meter at Plot No. G-20, West way Heights, Truck Terminal Project, village Keshopura, Asarpura, Bhankrota, Jaipur for residential and commercial use and named as **"TARUCHAYA RESIDENCY"**
- 2.12. **"Flat Category"**, shall mean the Flats having under-mentioned Bed Rooms as under:-
- Type A- 1 Bed Room Hall Kitchen.
 - Type B- 2 Bed Room Hall Kitchen.
 - Type C- 3 Bed Room Hall Kitchen.
- 2.13 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
 - (ii) explosions or accidents, air crashes and shipwrecks; or
 - (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
 - (iv) war or enemy action or terrorist action; or
 - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
 - (vi) non-availability of steel, cement, Bajari or other building material or water supply or electric power or like; or
 - (vii) Natural calamity or by reason of any national or international happening or event; or
 - (viii) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction , court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
 - (ix) any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- 2.14 **"Interest"** means the interest payable at the rate specified in Rule 17 of the rules;


(Seller)


Designated Partner

(Buyer)

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

- 2.15 **"Local Authority"** means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- 2.16 **"Maintenance Society"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of Section 11 of the Act.
- 2.17 **"Maintenance Agreement"** means a tripartite agreement made by and between the Seller, Maintenance Agency and the Purchaser which shall be executed between the parties within 3 months from the date of execution of sale deed for the maintenance and upkeep of the Project by the Maintenance Agency.
- 2.18 **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- 2.19 **"Para"** means a Para of this Agreement.
- 2.20 **"Project Land"** shall mean such independent plot bearing land admeasuring around 9296.23 Square meter at Plot No. G-20, West way Heights, Truck Terminal Project, village Keshopura, Asarpura, Bhankrota, Jaipur situated in the composite project, more particularly described in Schedule - "B" hereunder written.
- 2.21 **"Proportionate Share"** with reference to common expenses means that proportion of the common expenses which is payable by the buyer for the maintenance of the Building.
- 2.22 **"Purchaser"** shall means and include:
- 2.22.1 If the Purchaser be an individual then his/her heirs, executors, administrators, legal representatives, successors and permitted assigns;
- 2.22.2 If the Purchaser be a Hindu Undivided Family, then its Karta member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representative and assigns;
- 2.22.3 In case the Purchaser be a partnership firm, then its partners for the being, their respective heirs and executors, administrators, legal representative and assigns;
- 2.22.4 In case the Purchaser be a limited company, then its successor or successors-in-interest and assigns
- 2.23 **"Real Estate Agent"** means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of

For Tanachaya Colonies LLP
(Seller)
Designated Partner

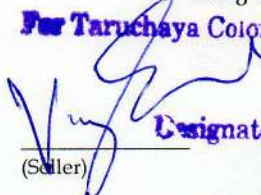
(Buyer)

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

plot, apartment of building, as the case may be, or any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middleman by whatever name called.

- 2.24 "Regulation" means the Regulations made under the Act.
- 2.25 "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017
- 2.26 "Service Company" shall mean a company duly registered and incorporated under the provisions of the Companies Act, 1956 or LLP or any other authorized agency for the maintenance of common area and common things of the building/complex and keeping the account of common expenses of the building/complex.
- 2.27 "Singular" shall include the plural and vice versa.
- 2.28 The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No. 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.
- 2.29 UNDIVIDED PROPORTIONATE SHARE shall mean and include the proportionate share, right and interest in the Scheduled Property corresponding to the Unit agreed to be bought by the Allottee where the proportion is to be determined by comparing Carpet area of Unit with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Unit.
- 2.30 WHEREVER any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, the portion of the amount payable by the Allottee shall be in proportion to the area of the Allottees' respective Unit and the said proportionate area shall include the proportionate areas of the total common area constructed and completed in the Project.
3. WHEREAS:
- 3.1 Jaipur Development Authority vide Auction and Demand Notice dated 07/08/2015 bearing no. F(58) JDA/ADR&DP/15-16/D-1204 auctioned the "Project Land" being independent plot bearing land admeasuring around 9296.23 Square meter at Plot No. G-20, West way Heights, Truck Terminal Project, village Keshopura, Asarpura, Bhankrota, Jaipur in the favour of M/s Taruchaya Colonizers LLP, the Seller/ the Promoter.
- 3.2 Thereafter, Jaipur Development Authority vide Possession Letter dated 03/08/2016 bearing no. F-(58)JDA/OSD(RM)/15-16/D-662 handed over the possession of the project land to the Seller.
- 3.3 The Jaipur Development Authority issued Patta dated 08/08/2016 in favour of the Seller being M/s Taruchaya Colonizers LLP which was duly registered with the Sub Registrar

For Taruchaya Colonizers LLP


Designated Partner
(Seller)

(Buyer)

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

IV, Jaipur on 09/08/2016 at book no. 1, zild no. 398. Page no. 195 serial no. 201603018102752 and additional book o. 1 zild no. 1593 at page no. 400 to 409.

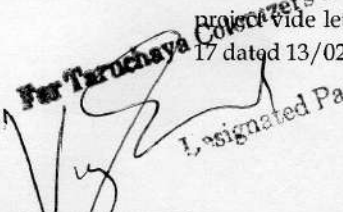
- 3.4 Thereafter, the Jaipur Development Authority vide letter dated 03/10/2016 bearing Letter no. JDA/SS/BPC (BP)/ 2016/D-2192 raised demand for approval of the Project sitemap, which was duly approved. The necessary scheme for Composite Project comprising of the combination of one or more of various Units such as Flats and Commercial Units, land appurtenant thereto and Common Area for the common facility upon the Project Land was sanctioned by the Jaipur Development Authority on 26/10/2016.
- 3.5 The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the Project is to be developed have been completed.
- 3.6 The Developer has availed a mortgage Loan Against Property for an amount of Rs. 7.54 Crores from Indiabulls Housing Finance Limited
- 3.7 The Seller/Developer is entitled to develop Units upon the Project Land and to sell the Units in the Composite Project.
- 3.8 The Composite Project shall be known as "TARUCHAYA RESIDENCY" (hereinafter referred to as the Composite Project), after getting necessary permissions/ approvals from the concerned competent authorities.
- 3.9 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.
- 3.10 The Layout plan/ site plan of the project for 12.73 meters height (Basement+ Ground + 3 Floors) was approved by the Jaipur Development Authority on BPC meeting dated 26.10.2016. Further, the whole project for 45 mts. Height was approved by the JDA in BP meeting no. 192 dated 06/06/2017 with a demand generated vide letter no. JDA/SS/BPC(BP)2017/D-1232 dated 27/06/2017 for Rs. 3,80,70,834/-. The Developer is in the process of deposition of the due amount and getting the requisite approvals. Copy of the approved site plan of the project is enclosed at **Annexure 1**. Further, the copy of the site map pending for approvals is enclosed at **Annexure 1(A)**.
- 3.11 That the Allottee understands that the Seller is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Seller in respect of it.

For Taruchaya Conveyers LLP
Designated Partner
(Seller)

(Buyer)

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

- 3.12 The Allottee acknowledges that Seller has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Unit and has not relied upon and is not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Project/Said Unit. The Allottee is also aware of the infrastructure status of the area, risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular and is entering into this transaction after full understanding of all the factors, terms and conditions of this Agreement.
- 3.13 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 enclosed at Annexure 2.
- 3.14 The details of salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements on site for disposal and treatment of storm and sewage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project is enclosed at Annexure 3.
- 3.15 The details of other external development works to be taken for the Project is enclosed at Annexure 4.
- 3.16 The details of specifications of material used in construction/ development is enclosed at Annexure 5.
- 3.17 The Seller is/shall be entering into agreements with other persons for sale, lease, etc. of the Units forming part of the Developer's Allocation in the said Composite Project.
- 3.18 The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/ external development works is enclosed at Annexure 6.
- 3.19 Temporary fire NOC for the Project is currently not applicable.
- 3.20 The Airport Authority of India has also granted NOC for height clearance for the Project vide letter dated 10/02/2017.
- 3.21 Environmental Clearance from the department concerned has been obtained for the Project vide letter no. F1(4)/ SEIAA/ SEAC- Raj/ Sectt/ Project/Cat. 8(a)B1(15160)/16-17 dated 13/02/2017.


(Seller)

(Buyer)

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- 3.22 The Promoter has opened a separate account in Civil Lines Branch of Axis Bank Limited bearing no. 917020050525956 for the purposes as provided under sub section (D) of Clause (I) of Sub section (2) of Section 4.
- 3.23 The Buyer has taken the inspection and satisfied himself of title documents of the Project Land and the approved plans in respect of the Project Land and has no objection whatsoever regarding the other floors being approved for residential purposes, and has also satisfied himself and after going through the plans and specifications of the Project including the proposed Commercial Unit on the Ground Floor of the said project and common areas/facilities to be built, applied/requested for provisional allotment of a commercial Unit along with proportionate right in respect of the common area for the purpose of securing the beneficial enjoyment of the said Unit as and when it is constructed on the Terms & Conditions as settled hereinafter. The Allottee(s) therefore agrees that there shall be no more investigation or objection by them in this respect.
- 3.24 The buyer has requested the seller for purchasing and allotting a Unit being commercial space/ residential space, more specifically described in *Schedule D*, for the purpose of securing the beneficial enjoyment of the said unit as and when it is constructed on Terms & Conditions as settled thereafter. The Unit shall be termed as *Demised Premises*".
- 3.25 The seller has accepted the request of the buyer and has earmarked the Demised Premise being located on the project land of the Composite Project, fully describe in the *Schedule D* of this Agreement subject to the terms & Conditions hereinafter appearing for the purpose of the securing the beneficial enjoyment of the Unit and other Common Areas of the Composite Project along with all other such Buyers/Occupants of the Composite Project.

NOW THIS AGREEMENT TO SELL WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

1. **SUBJECT MATTER:** The Seller hereby agrees to allot and the Allottee(s) agrees to get allotted the Unit/ Demised Premises more particularly described in *Schedule-D* in the Project known as "**TARUCHAYA RESIDENCY**" comprising of Commercial cum residential Units, along with undivided proportionate right of using Common Area/facilities such as use of common passage, parks, common parking, landscapes, gardens, Gym, Club House, internal roads, sport complex, staircase, lift, water and electrical arrangement etc (hereinafter referred to as the ("*Demised Premises*") as detailed below and upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto for agreed "**Total Sale Consideration**" as detailed and set out in *Schedule E*.
- 1.1 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (1) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 1.2 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

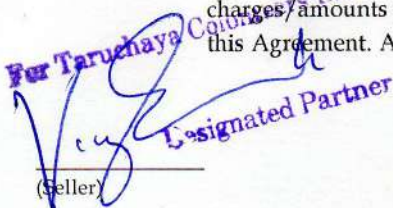
For Taruchaya Colonizers P.L.D.
14
(Seller) Designated Partner

(Buyer)

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

competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments: Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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


(Seller)

(Buyer)

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the Allottee and it shall not be obligatory on the part of the Seller to send any further demand notices / reminders regarding the payments to be made by the Allottee as per the Instalment Plan specified hereinabove.

5. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Demised Premises, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.
6. **LATE PAYMENT:** That in case the Allottee fails to pay the amount of consideration by the respective due dates, the same shall attract interest which shall be computed as per the rates prescribed under the Rules and the Act and shall be compounded at the time of every succeeding instalment on the overdue instalments for the period of first 60 days from the due date of the payment of instalments. Further, acceptance of any payment without interest shall not be deemed to have waived the right of Seller of charging such interest or the other rights mentioned in this Agreement.
7. **RIGHT TO CANCEL & FORFEIT:** That if the delay in payment by the Allottee exceeds 2 consecutive instalments, the Seller shall have the right of cancelling the booking & this Agreement to Sell. In case of such cancellation the Seller shall be entitled to forfeit the Earnest money being 10% of the Total Sale Consideration along-with interest on delayed payments and also amount of any taxes/duties including GST out of the amounts paid by the Allottee. The Seller shall refund the balance amount without any interest to the Allottee. The refund shall be given within 45 days from the date of receipt of the cancellation request along with the original receipt and amount will be paid by "ACCOUNT PAYEE CHEQUE" only at the last known address of the applicant by Registered post or cheque will be handed over only to applicant personally or his representative. Upon such cancellation the Allottee shall not have any lien, right, title, interest, or claim in respect of the Demised Premises and the Seller shall be entitled to sell the Demised Premises to any other person or otherwise deal with the Demised Premises. Further in case the buyer / Purchaser has obtained any financial assistance on the Demised Premises then under such circumstances, the Seller shall have an option to refund the amount of instalments as received from the Buyer/ Allottee to the Banker / Financial Institution, as the case may be and the Buyer / Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable by the Bank/ Financial Institution etc. Under any circumstances the lien, charge etc. in favour of the Bank /Financial Institution shall not be complete without full payment of consideration and other Charges
8. Without prejudice to the Seller's aforesaid right, the Seller may at its sole discretion opt to not to cancel the booking and this Agreement to Sell and to charge interest as prescribed under the Rules and the Act for the period exceeding first 60 days from the due date.
9. Any cancellation of booking by the Allottee is subject to deduction of cancellation charges @10% of the total Sale Consideration plus interest accrued on the delayed payment and the amount of any taxes/duties including Goods and Service tax due to be paid by the Allottee, if any, by the Seller.

For Tarachaya Colonizers I.P.
Designated Partner
(Seller)

(Buyer)

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10. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'H' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Demised Premises without the previous written consent of the Allottee(s) as per the provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
11. That in case the Buyer (allottee) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the seller shall facilitate the process subject to the following -
- The terms and conditions of financing agency shall exclusively be binding and applicable upon the Buyer (allottee) only.
 - The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Buyer. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or seller, as per the payment schedule, shall be ensured by the Buyer (allottee), failing which, the delay payment clauses shall be applicable.
12. **TAXES & LEVIES:** That in addition to the Basic Sale Consideration of the Demised Premises and additional Charges as illustrated in Schedule, the Allottee shall bear all taxes, levies or assessments including one time lease money which shall be leviable in future on the Project Land and the Project as the case may be, falling due after the execution of this agreement. The Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges, Goods & Service tax and other incidental outgoings in relation to the sale of Demised Premises and for execution and registration of Sale Deed or for transfer or Conveyance in relation to the Demised Premises.
13. **TENURE:** That the Seller shall complete the construction of the Unit by 31/12/2020 with a grace period of 1 year. The Promoter agrees and understands that timely delivery of possession of the Demised premises to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Demised Premises along with ready and complete common areas with all specifications, amenities and facilities of the Project in place before 31/12/2020, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Demised Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty five days from that date. The Promoter shall intimate the Allottee about termination at least thirty days prior to such termination. After refund of the

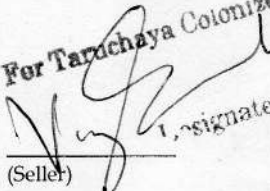
(Seller)

(Buyer)

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by me/ us and I/ we hereby accept the same

money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

14. **POSSESSION OF THE DEMISED PREMISES:** Immediately upon completion of the project and obtaining occupation certificate, the Seller shall inform the Allottee for taking the possession. The date of handing over the possession of the Unit by the Seller to the Allottee shall be deemed to be 2 months from service of the information of completion of project and notice of possession, in case the Allottee fails to take the possession before such date.
- 14.1 If the Allottee(s) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the Allottee(s). The Allottee(s) shall be liable to pay a sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) per month or part of the month, per unit as delay compensation to the SELLER for the period it delays to take over the possession. The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, etc., to the SELLER. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.
- 14.2 However, notwithstanding the above, the Allottee shall not be entitled to demand the possession from the Seller before making complete payment of agreed Basic Sale Consideration, Taxes, interest and other charges as per this Agreement. If the Buyer / Allottee defaults in the payment of the Instalments upon the construction milestones, then the Buyer / Allottee shall not be entitled to enforce the time line of completion of the construction.
- 14.3 On obtaining certificate for occupation and use from the Competent Authorities, the Seller shall hand over the demised premises to the Allottee for his occupation and use and subject to the Allottee having complied with all the terms and conditions of Agreement to Sell.
- 14.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Demised Premises to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
15. **DISCLOSURE:** That the Allottee has entered into this Agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Seller, title documents of the Owner, Patta of the Project Land, lease deeds and arrangements, entered into by the Owner/Seller with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to the Project Land /Project/Demised Premises, including terms and conditions of the undertaking given by the Seller/Owner to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Government may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, lease deeds, sale deeds, undertakings,

For Tarachaya Colonizers LLP

(Seller)
Designated Partner

(Buyer)

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conditions etc. The Allottee shall not be entitled to make any claims against the Seller in respect of the construction work after taking the possession of the Demised Premises.

16. **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 Demised Premises in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottee does not 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 Demised Premises, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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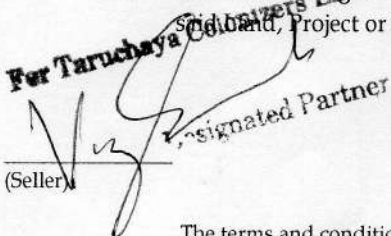
17. That so long as each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, such apportionment shall be made by the Seller or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Seller such proportionate amount of tax as demanded by the Seller. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc. of any local and/or Government Authority. In case of any delayed payment prescribed interest shall be levied on such due amount.

For Tarachaya Colonizers LLP
Designated Partner
(Seller)

(Buyer)

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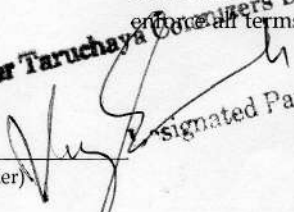
18. That in the event of any amount being payable by the Seller by way of any statutory tax or levy to any competent authority in respect of such portions of the Project and/or the Building which shall continue to be owned and possessed by the Seller for the common benefit of all the Allottees of the different Units of the Project and/or the building, then all such taxes and levies on such portions of the Project and/or the Building, as the case may be, shall be divided amongst all the Allottees in the ratio of their respective areas of the Units held by them. The Allottee(s) shall reimburse the Seller regarding such statutory taxes or levies in proportion of the area of the Unit purchased by it. In case of any delayed payment, prescribed interest shall be levied on such amount as per the Act and the Rules made thereunder.
19. **RIGHT TO USE:** That, save and except the ownership rights in respect of the unit and the right to use and enjoyment of Common Areas/facilities like lift, corridor and the right of ingress and egress over or in respect of any of the Common Areas, such as lobbies, staircases, corridors etc. or any part thereof, the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever in the Project and/or the building which shall always remain the absolute property of the Seller until the Seller specifically transfer or assign any/all such right(s) or title to any Society etc.
20. That, the right to use and occupy the unit by the Allottee shall be in accordance with and subject to and subordinate in all respects to the legal provisions and the bye-laws of the State of Rajasthan and to such other regulations as the Seller may from time to time promulgate including terms and conditions of the Lease Deed issued by Jaipur Development Authority. The Allottee shall have undivided proportionate right in the scheduled land, subject to terms and conditions of this agreement & terms and conditions of the Booking form which shall be treated as part of the agreement.
21. That the Seller alone shall be entitled to obtain any refund of the security amounts deposited by it during the construction of the Project and/or the Building.
22. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :** The Promoter hereby represents and warrants to the Allottee(s) as follows:
- 22.1 The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 22.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 22.3 **FUNDING:** The Allottee hereby authorizes and permits the Seller to raise finance/loan from any financial institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of Project Land/ Project/ Demised Premises subject to the condition that the Demised Premises shall be free from all encumbrances at the time of execution of conveyance deed. The Seller/Financial Institution/Bank shall always have the first charge on the Demised Premises for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Seller for the purpose of the construction of the said Project/Complex.
- 22.4 There are no litigation pending before any Court of law or Authority with respect to the said Land, Project or the Unit; (In case litigation, give details)

Fer Tarachaya
(Seller)  Designated Partner

(Buyer)

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

- 22.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- 22.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- 22.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 22.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- 22.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- 22.10 No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
23. **TRANSFER OR ASSIGNMENT CHARGES:** That if the Allottee wishes to assign the provisional allotment of the Demised Premises in favour of another person, the assignment will be allowed only after payment of transfer fee @ Rs. 200/- per square feet on Carpet Area, by the Allottee to the Seller.
24. That if the Allottee wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of applicable transfer fee. Such Transfer will be done only after 50 % payment of Total Sale Consideration. Any transfer to spouse/ children/ parents shall be exempted from the transfer fee.
25. That the Allottee undertakes not to sub-divide or merge the Demised Premises.
26. In case the Allottee transfers, mortgages, leases, let out or assigns the interest in, the Demised Premises, it shall give prior written notice of 30 days to the Seller and such transfer, mortgage, assignment and lease shall be subject to the condition that the subsequent Allottee, transferee, assignee, mortgagee, lessee or tenant of the Allottee shall be bound and liable to observe, perform and to carry out all the terms, conditions and obligations to be observed and performed under this Agreement and the sale deed on the part of the Allottee. However, the Allottee can exercise this right only if any dues of whatsoever nature owing to the Seller / Society or payable hereunder are fully paid up and a No Objection Certificate is obtained from Seller / Society and only if the Allottee has not been guilty of breach of or noncompliance with any of the terms and conditions of this Agreement. The Seller / Society or their nominee(s) shall be entitled to enforce all terms and conditions of this Agreement/sale deed against any person/entity

For Tarachaya Conveyancers Pvt. Ltd.

(Seller) Designated Partner

(Buyer)

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who has been inducted in the Demised Premises hereby allotted to the Allottee, irrespective of the fact whether such entry in the Demised Premises is permissive or hostile.

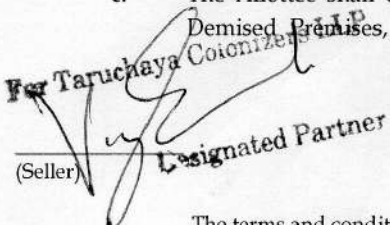
27. **CONVEYANCE DEED:** The Seller shall prepare and execute along with the Allottee(s) conveyance deed to convey the title of the Demised Premises in favour of the Allottee within three months from the date of issuance of the occupancy certificate and the completion certificate but only after receiving full payment of the total consideration of the Demised Premises allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed instalments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Seller from time to time prior to the execution of the conveyance deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorize the Seller to withhold the registration of the conveyance deed in his/her favour till full and final settlement of all dues to the Seller is made by the Allottee and agrees to bear the consequences of such delay.
28. **STAMP DUTY AND REGISTRATION:** That the Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Demised Premises and for execution and registration of sale deed and/or for transfer or Conveyance in relation to the Demised Premises. In the event of any amount being payable by the Seller by way of any statutory tax, levy and one time lease money to any competent authority in respect of the entire Scheduled Property then all such taxes, levies and one time lease money shall be divided amongst all the allottees/purchasers in the ratio of their respective areas of the units held by them. The Allottee shall reimburse the Seller regarding such statutory taxes or levies in proportion of the area of the Demised Premises agreed to be purchased by it, within a month of such payment by the Seller. The Allottee shall be liable to pay interest as per the Act and the Rules made thereunder in case of any delay in making such payment by the Allottee(s).
29. **INDEMNIFICATION:** That the Allottee hereby indemnifies and agrees to keep the Seller and its affiliates/nominees indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Allottee in respect of the Demised Premises from the date of possession.
30. **DEFECT LIABILITY :** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

For Taruchaya Colonizers LLP
Vijay
Designated Partner
(Seller)

(Buyer)

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31. **BINDING EFFECT :** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
32. **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.
33. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.
34. That if the Allottee intends to carry out the interior adaptations and interior works in the Demised Premises and seeks permission thereof, the Seller may permit the same subject to the following conditions:
- Further payments due under the Agreement towards security deposit, maintenance charges, etc., are regularly and punctually paid and if any amount payable is in arrears and remains unpaid for a period of thirty (30) days or more after the same has been due or if the Allottee omits to perform and observe any covenant or condition to be performed and observed on the part of the Allottee and continues to do so for a period of thirty (30) days, the Seller shall have the right to cause the Allottee to specifically perform its obligations under this Agreement and/or to claim damages from the Allottee. Such rights of the Seller shall be without prejudice to the other rights/remedies available to the Seller under this Agreement or under the applicable laws.
 - The work of interior adaptation undertaken by the Allottee shall not obstruct or affect the construction of the Project or the interior work being done by any other allottees of the Project or cause any nuisance of any kind, which may be objectionable to the Seller, or any other allottees of Units and area(s) in the Project. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Seller / Society, the Seller / Society shall have the right to cancel the permission forthwith.
 - The Allottee shall ensure complete safety of material and the equipment kept in the Demised Premises, to be used or useable in the interior works undertaken by the


(Seller) Designated Partner

(Buyer)

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by me/us and I/we hereby accept the same

Allottee and the Seller/Society shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Seller/Society shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Demised Premises or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself/themselves. The Allottee shall indemnify and keep the Seller/Society harmless against all such claims or liabilities.

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

35. That, the Allottee has agreed and understood:

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

36. That the Allottee has agreed and understood that:

For Tarachaya Charanizers LLP
Designated Partner
(Seller)

(Buyer)

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

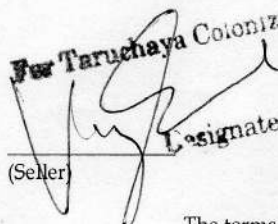
- a. **USE:** That the said ownership rights in the unit have been sold to the Allottee only for the specified purpose of being used as **commercial (only for retail and office use)/residential (for residence purposes) (as specified)** unit subject to the specific condition that the Allottee shall have no right to use the unit for the workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit have been sold to him. In the case of violation of this condition the Seller shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Seller's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Seller may decide for restraining the Allottee from making a use prohibited by this Agreement.
- b. **NUISANCE:** The Allottee shall not use the unit for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other Units in the Building/Complex or the owners or occupiers of neighboring properties or to crowd the lifts.
- c. The Allottee hereby agrees not to do or suffer anything to be done in or about the unit which may tend to cause damages to any flooring or ceiling or any space over or adjacent to the Apartment/unit or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use. The Allottee also agrees not to deface the premises by any means.
- d. The Allottee shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the Building/Complex or any part thereof. The Allottee hereby indemnifies the Seller against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible.
- e. The Allottee shall not any time demolish the main structure of the unit or any part thereof nor at any time make or cause to be made any additions of whatever nature to the unit or any part thereof.
- f. The Allottee(s) shall not be permitted to close/cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party.
- g. The Allottee shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, lounges or any external wall or both the faces of external doors and windows of the space acquired by him, which in the opinion of Seller differ from the colour scheme of the building. The Allottee shall have no right to make any new windows or opening or the right to make any changes in the doors, walls, windows, shutters and ventilators as may be provided in the Apartment/unit without the written consent of Seller.
- h. **SIGNBOARD:** Neither the Allottee nor the occupier of the unit will put up any name or signboard, publicity or advertisement material, outside the unit or anywhere in the common areas other than at the place designated/earmarked for the same by the Seller.

Seller)

(Buyer)

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

- i. The Allottee shall not decorate the exterior of the unit otherwise than in the manner agreed to by the Seller or in the manner as similar as may be in which the same was previously decorated.
- j. The Allottee hereby agrees that he shall have no right to put or fix or store or erect any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common place or space owned by the Seller and the Seller shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the risk and responsibility of the Allottee. The Allottee shall be entitled to claim return of such goods, materials, packages or things from the Seller only on payment of removal/storage charges fixed by the Seller provided that such goods are claimed within reasonable period and after the expiry of a reasonable period, the Seller shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Seller in respect of such goods.
- k. The Allottee agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex. The Allottee shall not install any machinery, which may create sound or noise, which may in any manner cause damage or harm to the Building/Complex or any structure or portion thereof. The Allottee further agrees that the explosives/combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by him under any circumstances in the unit. The Allottee shall not be entitled to use any oven to be lit up with fire or to use vapor lamps and /or similar appliances which may be deemed to adversely affect the electrical installation in the Building/Complex.
- l. That the Allottee has agreed that from the date of execution of this Agreement he shall comply with and carry out from time to time all the requirements, requisitions, orders and demands which are to be complied with under the orders of any competent legal authority including the Maintenance Society in respect of any matter of the Apartment/unit/Building/Complex and/or use of common areas at his own cost and keep the Seller indemnified, secured and harmless against all cost, consequences and against all losses on account of non-compliance of the said requirements, requisitions, orders and demands and/or non-observance of the conditions of this Agreement.
- m. The Allottee shall carry out day-to-day maintenance of the Apartment/unit and fixtures and fittings installed therein including painting, polishing of interiors of the Apartment/unit at its own cost.
- n. The Allottee shall not throw any rubbish or store any article or combustible goods in the common parts save to such extent and in such place or places, if any, as specified and/or permitted by the Seller.
- o. The Allottee shall not do anything whereby the other Co-Allottees are obstructed in or prevented from the enjoyment quietly and exclusively of their respective Units and jointly of the common spaces.

For Tarachaya Colonizers LLP

Designated Partner
(Seller)

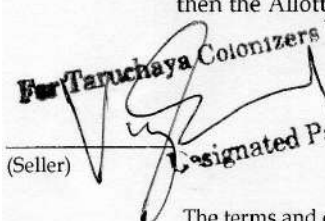
(Buyer)

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

- p. That the entire open space of the Project and any vacant portion of the Land shall always remain in exclusive possession and control of the MAINTENANCE SOCIETY and the MAINTENANCE SOCIETY alone shall be entitled to use or regulate the use of the said open space or vacant portion of the Land or cause any development thereof in such manner as they may decide from time to time at its sole discretion.
- q. That the Allottee shall permit the Seller/ Maintenance Society or its nominee and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/unit or any part thereof to view and examine the state and conditions thereof and the Allottee agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Seller/ Maintenance Society to the Allottee, and also for repairing of any part of the Building/Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition of all service drains pipes, cables, water course, gutters, wires, part structures or to their convenience belonging to or serving or used for the Building/Complex and also for the propose of laying, maintaining, repairing and restoring drainage and water pipe, electric wires, cables and for similar purpose.

37. **ELECTRICITY CONNECTION:**

- a. That Allottee shall be required to get and maintain separate electric connection for the Demised Premises in his own name from Jaipur Vidyut Vitran Nigam Limited (JVNL) and the entire cost of the electric meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by the Buyer. The Allottee shall be entitled to avail and get electric connection from JVNL only after the aforesaid obligations are fulfilled by him. The Allottee has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the Demised Premises and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the Apartment/ Unit. The monthly charges of the electricity bill shall be borne by the Allottee.
- b. The Seller shall provide to the society all the drawings and diagrams pertaining to electrical wiring, air conditioning distribution layout and fire alarm diagrams pertaining to the Demised Premises and common areas. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Seller.
- c. Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Demised Premises as per demand by the Seller /Society.
- d. If, however, due to any subsequent legislation/ Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Seller, additional other features are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a

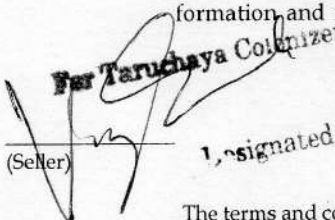

(Seller) Designated Partner

(Buyer)

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

pro-rata basis as determined by the Seller, which shall be final and binding on the Allottee.

38. The Allottee shall be liable to pay for 100% power back up, water supply and Gas Bank Charges as per society norms as applicable on actual consumption basis.
39. **NAME:** That the Composite Project shall always be known as "TARUCHAYA RESIDENCY" and such name shall not be changed except with the prior consent of the Seller.
40. That the Allottee shall be liable to take all necessary approvals/ permissions from the concerned local authorities to carry out its business at the demised premises. The Allottee shall be liable for make payment of any such fees/ duty/ taxes payable in such respect.
41. That the Allottee hereby covenants with the Seller to pay from time to time all the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the terms and conditions contained of this Agreement and to keep the Seller and its agents and respective estates and effect, indemnified and harmless against the payments under this Agreement and observance and performance of the terms and conditions mentioned herein and also against any loss or damages that the Seller may suffer as a result of non-observance or non performance of the said terms and conditions, except in so far as the same are to be reserved and performed by the Seller.
42. That subject to timely payment of all amounts and dues under this Agreement and performance of the terms of the Agreement and stipulations on the part of the Allottee herein contained, the Allottee shall peaceful hold and enjoy the Demised Premises without any interruption by any person rightfully claiming under or in trust for the Seller.
43. That in all the matters not hereby specifically provided the decision of the Seller shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of Common Areas, services and facilities at the Project/Building or generally in relation to matters of upkeep and maintenance of the Project/Building, the decision of Seller /Society in that respect shall be final and binding on Allottee.
44. **SOCIETY:** That the Seller shall have the unfettered right and be entitled to form a Society/an Association or such other name as may be decided by the Seller with such object or purpose and in such manner and to such extent as the Seller or its nominees may decide from time to time. The Allottees of all the Units will be the members of the Society. The Allottee agrees and undertakes to abide by and comply with bye-laws and rules and regulations of such Society. The Allottee has undertaken that he shall as and when required by the Seller, make payment of Rs. 5,000/- as Membership/Share application fees for the formation of this Society or as may be decided time to time. The Allottee shall sign and execute application and all other documents necessary for the formation and registration of the Society including its bye-laws. No objection shall be

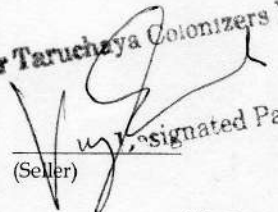

(Seller)
For Taruchaya Colonizers LLP
Designated Partner

(Buyer)

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raised by the Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Societies or other Competent Authority as the occasion may demand.

- a. That the Allottee shall enter into a maintenance agreement with the MAINTENANCE SOCIETY at the time of taking the possession of the unit and the terms and conditions of the maintenance agreement shall form part and parcel of the sale deed. Any subsequent transfer from the Allottee shall be also under obligation to it.
- b. That the MAINTENANCE SOCIETY shall manage/maintain the common amenities and common services and it shall be the responsibility of the MAINTENANCE SOCIETY to supervise the management/maintenance of the common amenities and all common services. In order to secure due performance of the Allottee in payment of the maintenance bill and other charges to be raised by the Maintenance Society, as the case may be, the Allottee, shall deposit with the Seller as an interest free maintenance Deposit s defined under **Schedule G** of the Agreement (hereinafter referred to as "The Security Deposit" or "IFMD"). The interest free security deposit (IFMS) shall be transferred by the Seller to the Maintenance Society. The Security Deposit, thereafter, shall always vest with the Maintenance Society so appointed at its absolute discretion and shall not be interfered with or obstructed in any manner whatsoever by the Allottee. The Maintenance Society shall open a bank account in its name and deposit the IFMS.
- c. The Allottee agrees that the Allottee shall comply with the rules and regulations framed by the Maintenance Society.
- d. The Allottee shall pay to the Maintenance Society, common area maintenance charges ("CAM Charges") as fixed by the Maintenance Society time to time against the cost of expenses borne towards the up keep and maintenance of Common Areas and Facilities specified in **Schedule H**.
- e. The Allottee shall be required to pay the CAM Charges even if the Apartment/unit remains unoccupied during the relevant month. The CAM Charges shall be charged on Carpet Area of the Apartment/unit from the date of offer of possession of the respective tower as conveyed by the Seller/Maintenance Society. The minimum monthly CAM Charges shall be computed at the rate per square feet per month plus GST in respect of the Carpet Area of the Unit, which shall be intimated to the ALLOTTEE in due courses. The Maintenance Society shall raise a monthly invoice at specified rate per sq. ft. per month plus GST for the built-up area occupied by the resident/occupant towards Common Area maintenance. The said CAM Charges shall be paid by the ALLOTTEE within seven (7) days of receipt of invoice/bill/debit note, failing which interest @18% p.a. shall be charged. In the event the second consecutive month along with interest and arrears of previous month, the Maintenance Society or its nominee shall be entitled to appropriate these charges from the Interest Free deposit. the amount so appropriated out of the days of receipt of intimation by the ALLOTTEE within fifteen (15) days of receipt of intimation by the ALLOTTEE communicating such appropriation. This shall be without prejudice to the rights reserved by SELLER/Maintenance Society under this Agreement or any other law in force.

For Taruchaya Colonizers LLP

(Seller)

(Buyer)

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by me/us and I/we hereby accept the same

- f. The Allottee agrees that the CAM charges have been fixed in the context of the present expenses being incurred in maintaining the said Property including the service charges of the Maintenance Society. The Allottee agrees to pay the enhanced rates in future against these CAM charges due to increase/ escalation in the input cost incurred in the maintenance of the Project. It is agreed by the Allottee that the Maintenance Society shall have the sole right to revise the per sq. ft rate of the CAM charges as aforementioned if there is any increase of input in the cost component and the decision of Maintenance Society in this regard shall be final. The Allottee hereby agrees to pay the revise rate per sq. ft. without any dispute.
- g. Till the time the work of maintenance of the Common Area/Common Spaces/Common Services as described in **Schedule H** written hereunder is handed over to the Maintenance Society, the Seller shall carry on such work. Further the Seller shall be entitled to collect the CAM charges during such period from the Allottees.
- h. That in case the Seller has executed any Lease/ contract for the maintenance of the Common area with any firm/ company ("Maintenance Society" in short) before the constitution of the Society, then in such case the existing contract between the Seller and the Maintenance Society shall prevail and the expenditure of such contract shall be borne by the Maintenance Society.
- i. That the Allottee shall be liable to pay charges on pro-rata basis, as may be determined by Seller/ Maintenance Society or its nominee for maintaining various services and facilities in the exterior of the boundary wall where the Building/Complex is situated until the maintenance thereof is handed over to Local Body or Civil Authority, which shall thereafter maintain the same.
- j. The contents of Apartment/unit shall be got insured by the Allottee at his/her own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable the insurance of any premises or any part of the Building/Complex or cause increase in premium payable in respect thereof.
- k. That all sums assessed by the Maintenance Society and remaining unpaid by the Allottee or occupant inducted by him/her shall constitute a charge on the Apartment/unit. The Allottee shall comply with the decisions and resolutions of the Maintenance Society or its representatives and failure to comply with the same shall empower the Maintenance Society or any person nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the Allottee / occupant from using and utilizing common areas and facilities and simultaneously obtain, if so required, injunctive relief against such Allottee / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air-conditioning, etc., shall not absolve the Allottee/occupant inducted by him of his/her liability to pay maintenance charges to the Maintenance Society .
- l. That the Allottee will be a member of the club and shall be liable to make all payment and charges as may be decided from time to time by the Maintenance Society as the case may be. Any Allottee being a defaulter in terms of paying Usage Charges against the services availed in the Club House and/or defaulter in paying the Common Area Maintenance Charges and/or defaulter in case of encroaching the Common Area and

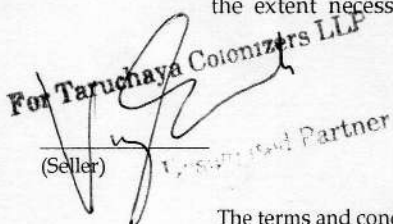
For Tarachaya Colonisers P.L.D.
Designated Partner
(Seller)

(Buyer)

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

Services shall not be allowed to use the Services and facilities of the Club House. In such case the decision of Maintenance Society shall be final.

- m. That, both the parties have irrevocably agreed upon that any Society/ LLP or Company, for the purpose of getting technical know-how & experienced services for the maintenance work, shall assign their maintenance work, which have their expertise in this field or any other agency under the prior written consent of the Seller/builder, whose goodwill and reputation for well maintenance of the Property is being involved therein.
45. That the Allottee agrees to comply the requirements of any law relating to residential/commercial units which might be enacted in Rajasthan and also agrees to abide by the scheme/guidelines/rules framed by the Seller/ Society or any other authority in this regard.
46. That the unit is a part of the Building/Complex and it is in the interest of the Allottee/ occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Apartment/unit/ Complex, including the Common Areas and to give an effective hand to the Seller/ Maintenance Society or its nominee to deal with such unlawful entrants/peddlers, etc. and also to enable the Seller/ Maintenance Society or its nominee and lawful occupants of the various premises in general, to deal more effectively with the security of the Apartment/unit/Complex and maintenance of order therein, the entry be regulated. For this purpose, the Allottee agrees that the Seller/Maintenance Society or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the Complex will be at liberty to call upon the Allottee/lawful/tenant/occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Seller / Maintenance Society or its nominee.
47. That the Seller shall be free to assign any/all of its rights under this Agreement and rights in respect of the Project and/or the Building and the Land to any other person/entity ("Assignee") and the Allottee shall not be entitled to object the same in any circumstance. With effect from the date of such assignment by the Seller, the term Seller in this Agreement for all purposes shall mean the Assignee.
48. That, this Agreement is the only agreement to sell for the Apartment/ unit to the Allottee and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Seller after the date of execution of this Agreement.
49. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the conform to the Act or the Rules and Regulations made

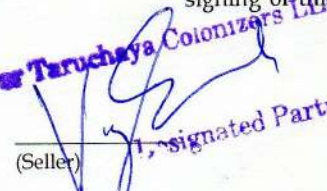
For Tarachaya Colonizers LLP
(Seller)  Tarachaya Colonizers LLP
Authorized Partner

(Buyer)

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

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.

50. That, the Seller and its nominees shall have the first lien and charge on the Unit in the event of the Allottee parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the Allottee to the Seller/ Society under this Agreement.
51. **NOTICES:** All letters, receipts, and/or notices issued by the Seller or its nominee and dispatched under certificate of posting to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectively discharge the Seller/ nominee.
52. **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).
53. The covenants herein agreed by the Allottee shall be binding and enforceable against the occupier of the unit as far as possible. Further, the terms and conditions agreed by the Allottee under this Agreement shall be made legally binding on the occupier as part of the terms and conditions between Allottee and the occupier and defaults of the occupier shall be treated as that of the Allottee unless context require otherwise.
54. That, the Allottee and the persons to whom the unit or part thereof is let, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Seller and/ or its nominee may ask it to do from time to time.
55. **NRI ALLOTTEES:** The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. 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. The Promoter accepts no responsibility in regard to matters specified above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards.
56. 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

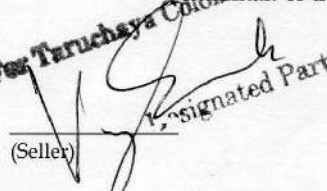
For Tarachaya Colonizers Ltd

(Seller), **Designated Partner**

(Buyer)

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

the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Demised Premises apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

57. Any delay or indulgence by the Seller in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be considered as waiver on the part of the Seller of any breach or noncompliance of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Seller.
58. That the Allottee shall not demand partition of his interest in the Land and building and any part thereof. It is hereby agreed and declared by the Allottee that his interest in the Land and the building is undivided, impartible and it is agreed that the Seller shall not be liable to execute any assignment or any other document in respect of the exact undivided impartible underneath share of the Allottee in the Land. The ownership of all the Common Parts/Common Spaces/Common Areas as described in the 'Schedule H' of this Agreement shall remain common amongst owners, Allottee and time being owners and occupiers of the said Complex. Any of such parties shall not be entitled to claim partition or sub-division of the Common Parts and Common Areas of the Complex.
59. Nothing contained in these presents shall be construed to confer upon the Allottee any right, title or interest of any kind whatsoever in, to or over the said premises or common areas. Such conferment shall take place only upon the execution of sale deed in favour of the Allottee. That the Premises shall be used only as per its earmarked use, as provided above in Clause (1) and strictly in accordance with the use permitted in the building plans approved by Jaipur Development Authority.
60. **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.
61. **ALTERNATIVE DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this agreement, of the breach, termination, effect, validity, interpretation or application of this agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). Each of the parties shall appoint an arbitrator within 30 days of the receipt by a party of the other party's request to initiate arbitration. The two arbitrators so appointed shall then jointly appoint a third arbitrator within 15 days of the date of appointment of the second arbitrator; such third arbitrator shall act as the chairman of the tribunal. Arbitrators not appointed within the time limit set forth in the

For Tarachaya Colonniers
(Seller) 
Designated Partner

(Buyer)

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

preceding sentence shall be appointed in accordance with the Arbitration Act. The decision of the Arbitrators shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

62. **STAMP DUTY & REGISTRATION:** That, the registration charges and stamp duty in respect of this Agreement shall be borne by the Allottee(s).
63. That this Agreement has been executed in duplicate. One copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
64. That all annexures and Schedules annexed with Agreement are integral part of this Agreement.

For Tarachaya Colonizers LLP
Designated Partner



(Seller)

(Buyer)

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

SCHEDULE - A

DESCRIPTION OF THE BUYER/ ALLOTTEE

Mr./Mrs./Ms _____

Son/Daughter/Wife of Mr. _____

aged about ____ years r/o Plot No. _____

Income Tax Permanent Account No. (PAN) _____

Please affix your

Photograph here
and sign

Across the
photograph

JOINTLY WITH

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

Wife of _____

Age _____ Profession _____

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

Indian Origin _____

Income Tax Permanent Account No. _____

Ward/Circle and place where assessed to Income Tax _____

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

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

OR

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

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

OR

M/s. _____ a Company registered under the Companies Act 1956, having its registered office at _____, through its duly authorized signatory Shri / Smt. _____ authorized by Board Resolution dated _____ [hereinafter referred to as the "ALLOTTEE(s)" or the


(Seller)
For Tarachaya Colonizers LLP
Designated Partner

(Buyer)

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

Party of the Second Part which expression shall unless repugnant to the context or meaning thereof, be deemed to include its legal representative(s), successor(s) and permitted assign(s)].

Income Tax Permanent Account No. _____


Mr. Narasimha Colonniers LLP
Designated Partner
(Seller)

(Buyer)

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

SCHEDULE- B

DESCRIPTION OF PROJECT LAND

Project Land shall mean the parcel of land admeasuring around 9296.23 Square meter, as leased out by Jaipur Development Authority, at Plot No. G-20, West way Heights, Truck Terminal Project, village Keshopura, Asarpura, Bhankrota, Jaipur on which a residential and commercial project in the name of "TARUCHAYA RESIDENCY" is being developed by the Seller.

The Project land is bounded by:-

On North : 24 meter wide road

On South : Commercial Plots (15x30meter)

On East : 30 meter wide road

On West : Plot No.G-21


For Taruchaya Colonisers LLP
Designated Partner
(Seller)

(Buyer)

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

SCHEDULE - C

[Details of the Project and Blocks]

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

"Taruchaya Residency" is a strategically located 1,2,3 BHK residential apartments, commercial shops and showrooms at Plot No.G-20, West way Heights, Truch Terminal Scheme, Village Keshopura, Asarpura, Bhankrota, Jaipur.

Mr Taruchaya Colonizers LLP
Designated Partner
(Seller)

(Buyer)

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

SCHEDULE- D

DESCRIPTION OF UNIT/ DEMISED PREMISES

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

Map of Unit

Pocket Attached at the end of the document


For Varun Chaya Colonizers LLP
Designated Partner
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood
by me/us and I/we hereby accept the same
Page No. 33

SCHEDULE-E

BASIC SALE CONSIDERATION

The Basic Sale Consideration for the Demised Premises as detailed in Schedule-D is
Rs. _____/- (Rupees

_____ Only) including transformer charges, PLC charges,
STP charges and reserve parking rights as below:

Exclusive right to use reserve parking,

Open Parking _____ **Nos.**

Covered Parking _____ **Nos.**

That the Basic Sale Consideration mentioned does not include and thus, the Allottee(s) shall additionally bear and pay the following:

- (a) The cost of electric fixtures etc. within the Demised Premises which shall be got installed by the Allottee(s) at his/her own cost.
- (b) Electric connection charges within the Demised Premises & security deposit.
- (c) GST & other taxes applicable (from time to time), shall be borne and paid extra by the Buyer of the Unit.
- (d) Interest Free Maintenance Security Deposit Rs. _____ in lump sum (To be paid at the time of possession)

For Tarachaya Colonizers LLP
Designated Partner

(Seller)

(Buyer)

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

SCHEDULE- F
DETAILS OF ADVANCE PAYMENT

The Allottee / Buyer / Purchaser has paid Rs. _____ (Rupees _____ only) to the Seller in the following manner as advance against booking, the receipt of which, the Seller do hereby acknowledge.

S. NO.	Cheque No.	Drawn on	Sale Consideration (Rs.)	Service Tax (Rs.)	Total Amount (Rs.)
TOTAL					

For Tarnachaya Colonisers LLP
Designated Partner
(Seller)

(Buyer)

The terms and conditions of this Agreement to Sell have been read and understood
by me/us and I/we hereby accept the same
Page No. 35

SCHEDULE G

BALANCE CONSIDERATION:

The Allottee hereby agrees to pay the balance Basic Sale Consideration of Rs...../- (Rupees only) which shall be payable in instalments in the following manner:

INSTALLMENT PAYMENT PLAN			
S.NO.	TIME OF PAYMENT	% OF SALE CONSIDERATION + Applicable GST	AMOUNT(Rs.)
1	At the time of Booking		
2	On Casting of Basement Floor Slab	10%	
3	On Casting of 2nd Floor Slab	10%	
4	On Casting of 4th Floor Slab	10%	
5	On Casting of 6th Floor Slab	10%	
6	On Casting of 8th Floor Slab	10%	
7	On Casting of 10th Floor Slab	10%	
8	On Casting of 12th Floor Slab	10%	
9	On Casting of 14th Floor Slab	10%	
10	Plaster & Flooring	10%	
11	On Possession Intimation	10%	
12	IFMS Charges		
	TOTAL(including Additional Charges)		

For Tarunaya Colonisers LLP

 (Seller)

 (Buyer)

SCHEDULE- H

COMMON PARTS AND THE COMMON AREAS

1. Staircase and landings on all the floors including main entrance lobby.
2. Common passage on the Ground Stilt Floor.
3. Water pipes and other plumbing installation from the Overhead/Underground water tanks for the supply of the water.
4. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Unit), Transformer etc.
5. Light and electrical fittings in the aforesaid common parts.
6. Boundary wall.
7. Main Entrance Gate(s) for Entry and Exit in the Said building.
8. Bore-well (if any) and pump.
9. Common Toilets & lobbies, if any on the stilt parking floor.
10. Lift and its machineries.
11. Generator etc (if any).
12. Telephone lines and cable TV wires.
13. Landscape Gardens.
14. Club House
15. Sport activity areas
16. Gymnasium etc


For Thruskaya Colonizers LLP
(Seller)

(Buyer)

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

SCHEDULE-I

COMMON EXPENSES

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

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

SIGNED AND DELIVERED by the
within named "SELLER"
Taruchaya Colonizers LLP

SIGNED AND DELIVERED
within named "BUYER"

(Director)
WITNESSES:

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____


(Seller)

(Buyer)

AFTER UPDATE

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

Please affix Color
photograph of
Authorised
Signatory of
Promoter with
signature
Across the
photograph

AGREEMENT TO SELL

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

1. PARTIES TO THIS AGREEMENT:

- 1.1 Taruchaya Colonizers Private Limited (CIN: U70109RJ2020PTC071063) (Formerly known as Taruchaya Colonizers LLP), a Private Limited Company converted from limited liability partnership firm, registered under the provisions of the Companies Act, 2013, having its registered office situated at D-701, Somdatts Landmark, Hawa Sadak, Civil Lines, Jaipur, Rajasthan - 302006, through its authorised signatory Mr..... duly authorised in vide board resolution dated..... (hereinafter referred to as the "Promoter" or "Developer" or "Seller"), [which expression shall unless repugnant to the context or meaning thereof be deemed to include the said Company and its directors, successor(s) and permitted assign(s)], of the **FIRST PART**;

AND

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

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

SCHEDULE-I

COMMON EXPENSES

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

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

SIGNED AND DELIVERED by the
within named "SELLER"

Taruchaya Colonizers Private Limited

(Director)

WITNESSESS

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED
within named "BUYER"

Signature _____

Name _____

Address _____