



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Rajasthan
e-Stamp

Certificate No. : IN-RJ13591733964575P
Certificate Issued Date : 10-Aug-2017 03:43 PM
Account Reference : SHCIL (FI)/ rjshcil01/ TONK ROAD/ RJ-JP
Unique Doc. Reference : SUBIN-RJRJSHCIL0120675673915006P
Purchased by : SHREE AASHRYA GOLD
Description of Document : Article 4 Affidavit
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SHREE AASHRYA GOLD
Second Party : NA
Stamp Duty Paid By : SHREE AASHRYA GOLD
Stamp Duty Payable : 50
(Fifty only)
Surcharge for Infrastructure : 10
Development : (Ten only)
Surcharge for Propagation and : 10
Conservation of Cow : (Ten only)
Stamp Duty Amount(Rs.) : 70
(Seventy only)



ATTESTED

NOTARY PUB. IC, JAIPUR (RA.)

16 AUG 2017

For Shree Aashrya Gold

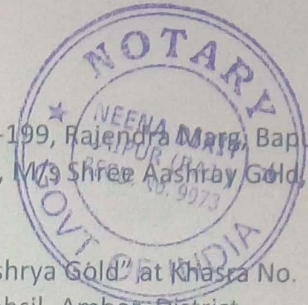
Vijal Gulati
Authorized Signatory



UP 0002779782

Affidavit

I, Vipul Gilara Son of Girraj Prasad Gilara aged 34 years R/o Plot No. B-199, Rajendra Marg, Bapu Nagar, Lalkothi, Jaipur-302015 (Raj.) duly authorized by the promoter, **For Shree Aashrya Gold**, do hereby solemnly declare, undertake and state as under:



1. That we have applied for registration of our project "Shree Aashrya Gold" at Khastha No. 1230/3436, 1231, 1234, 1234/2, 1234/3, situated at Nindar, Tehsil- Amber, District- Jaipur, 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.

For Shree Aashrya Gold

Vipul Gilara
Authorized Signatory
Deponent

Verification

I, Vipul Gilara Son of Girraj Prasad Gilara aged 34 years R/o Plot No. B-199, Rajendra Marg, Bapu Nagar, Lalkothi, Jaipur-302015 (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 _____ on this _____ day of _____.

For Shree Aashrya Gold

Vipul Gilara
Authorized Signatory
Deponent

ATTESTED
[Signature]
NOTARY PUBLIC, JAIPUR (RAG)

16 AUG 2017

ALLOTMENT LETTER

Date: -

Mr./Miss/Mrs.

Sub. Allotment of Flat/unit under Chief Minister Jan Aawas Yojna Project, "Shree Aashrya Gold"
situated at Khasra No. 1230/3436,1231,1234,1234/2,1234/3, Village- Ninder, Tehsil- Amer, Jaipur.

Dear Sir/Madam!

We are pleased to inform you that you have been allotted Flat bearing no. _____ On Floor, in Block/Tower "_____". admeasuring tentative carpet area of _____ sq. ft.and exclsive balcony area of _____ sq.ft, built up area of _____ sq.ft. and super built up area of _____ sq. ft., ("Said Flat") in, Chief Minister Jan Aawas Yojna Project, "Shree Aashrya Gold" being developed at Khasra No. 1230/3436,1231,1234,1234/2,1234/3, Village- Ninder, Tehsil- Amer, Jaipur by Shree Aashrya Gold" ("Project") in accordance with terms and conditions of the Registration Form bearing no. _____("Registration Form") and Allotment Letter. The allotment of the Said Flat is subject to the terms and conditions of the Registration Form, Allotment Letter and the terms and conditions of the Builder Buyer Agreement/Agreement to Sell, proposed to be signed with you, including the timely payment of sale consideration and other payments as per the given payment schedule.

For any clarification and assistance you may visit our office at B-118, Mangal Marg, Bapu Nagar Jaipur and we would be happy to assist you, in this regard.

You are kindly requested to accept the allotment letter, by signing on the office copy of the allotment letter.

Warm Regards,

For M/s Shree Aashrya Gold

For Shree Aashrya Gold

VIPUL GILARA

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Flat bearing no. _____ in Block/Tower "_____" on Floor, admeasuring tentative carpet area of _____ sq. ft.and exclusive balcony area of _____ sq.ft., built up area of _____ sq.ft. and super built up area of _____ sq. ft., ("Said Flat") in the Project Chief Minister Jan Aawas Yojna Project, "Shree Aashrya Gold" being developed at Khasra No. 423, Village- Saligrampura, Tehsil- Sanganer, Jaipur by Shree Aashrya Gold , subject to the terms & conditions mentioned in the Registration Form and Provisional Allotment Letter.

Thanks and regards,

(_____)

(Allottee)

(Name of Allottee)

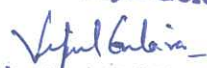
B - 118, Mangal Marg, Bapu Nagar, Jaipur (Raj.) 302015 | Mob : 9509-9509-95
Ph. : 0141-4027333/4028333 | E-mail : shreeaashryagold@gmail.com

Affix Color
Photograph of
Allottee/First
Allottee With
signature across
the photograph

Affix Color
Photograph
of the authorized
signatory of
Promoter
with signature
across the
photograph

Agreement for Sale

This **AGREEMENT TO SALE** (hereinafter referred to as "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 _____, 201__ by and between:

For Shree Aashrya Gold

Authorized Signatory

Parties to this Agreement: M/s Shree Aashrya Gold a Partnership Firm duly registered and existing under the provisions Partnership Act.1932, having its principle place of business at B- 118, Mangal Marg, Bapu Nagar Jaipur 302015 and its PAN is ADCFS2079Q, represented by its authorized partner Mr. Vipul Gilara (Aadhar No.403866661764) duly authorized vide authority letter dated 25-05-2017 passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "**partner**"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

1.

AND

1.2 Mr./Ms./Mrs. _____ (Aadhar No. _____),
Son/Daughter/Wife of Mr. _____, R/o _____
(PAN _____) jointly with Mr./Ms./Mrs. _____,
Son/Daughter/Wife of Mr. _____,
R/o _____ (PAN _____);
hereinafter singly/jointly referred to as the Allottee(s), which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and
include their legal successor(s), administrator(s), executor(s) & permitted
assignees).
The "Promoter" and the "Allottee(s)" shall hereinafter be collectively referred
to as "Parties" and individually as "Party".

2. INTERPRETATIONS/DEFINITIONS:-

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

2.1 "ACT" means Real Estate (Regulation & 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 Allottee/Allottee(s)" means and includes:

- i) If the Allottee(s) is an individual then his/her legal successor(s), executors, administrators, legal representatives and permitted assignees;
- ii) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF their Heirs executors, successors, administrators and permitted assignees;
- iii) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their legal successor(s), executors, administrators, legal representatives and permitted assignees including those of the respective partners; and
- iv) In case the Allottee(s) be a limited company, then its legal successor(s), representatives and permitted assignee(s);

2.4 "Apartment/ Unit/ Flat" shall mean individual flat/unit 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 or 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.

2.5 "Applicable Laws" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules 1974, Building Bye Laws, Jaipur development Act 1959, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.

2.6 "Architect" shall mean M/s Shekhawat & Associates Architects Pvt. Ltd. a person or persons and/or firm or firms and/or company or companies having its office at 124, Himmat Nagar, Tonk Road Jaipur , and/or such other person(s) and/or firm(s)

and/or company (ies) whom the Promoter may appoint from time to time as the architect for the Project.

2.7 "Association of Allottees" means an Association of Apartment owners formed/to be formed, or deemed to have been formed, consisting of the apartment owners in the building acting as a group in accordance with the applicable bye-laws and shall include society formed by apartment owners, cooperative society of allottees or a federation of allottees as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;

2.8 "Building" shall mean the building No. / tower No _____ in the Said Project where the Allottee/ Allottee(s) has been allotted his "Flat/Unit".

2.9 "Building Plans" shall mean the plans and designs of buildings to be constructed or constructed on the Scheduled Land (as defined herein below) , which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.

2.10 "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.

2.11 "Carpet Area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation-For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s).

2.12 "Common Areas and Facilities of the Project" shall mean such common areas, facilities , equipments and spaces which are to be developed in the said Project meant for common use of and enjoyment of all the occupants of the said Project (as

defined herein-below) and more particularly detailed in the Schedule- D attached hereto.

2.13 "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.

2.14 "Delay Payment Charges" means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, instalment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

2.15 "Earnest Money" shall mean 10% of the total price of the Unit.

2.16 "HE or HIS" shall also mean either she or her in case of Buyer is a female or it or its in case the Buyer is a partnership firm or a limited company.

2.17 "Interest Rate" means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

2.18 "Limited Common Area and Facilities of the said Project" shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

2.19 "Owners Association" means an association formed/to be formed by the owners of the units/ Apartments in the said Project as per Clause (e) of Sub-Section (4) of Section 11 of the Act.

2.20 "Para" means a Para of this Agreement.

2.21 "Regulation" means the Regulation made under the Act as amended from time to time.

2.22 "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.

2.23 "Schedule" means the Schedule attached to this Agreement.

2.24 "Section" means the section(s) of the Act.

2.25 "Scheduled Land" shall mean land admeasuring 22098.05 sq. Mtr. and there about lying and situated at Khasra No. 1230/3436,1231,1234,1234/2,1234/3 Ninder Village, Tehsil- Amer, Jaipur which the Whole Project named **Shree Aashrya Gold**, is being developed and is demarcated and shown in Schedule-A.

2.26 "Super Area" means the area at which Units/ Flats were sold before coming into force of RERA and more particularly described in Schedule B annexed herewith.

2.27 "Said Project" shall mean the Project comprising of building(s), flats, shops, parking facility, other amenities and facilities etc. constructed/to be constructed upon the Scheduled Land and named as "**Shree Aashrya Gold**".

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

3. WHEREAS THE PROMOTER DECLARES THAT:

1) LAND DESCRIPTION:

PROJECT LAND shall means all that piece and parcel of group housing plot Khasra No. 1230/3436,1231,1234,1234/2,1234/3 total area 22098.05 Square Mtr. Ninder Village, Tehsil - Amer, Jaipur

A. The Group Housing land of 22098.05 sq.mtr. Of Khasra No. 1230/3436,1231,1234,1234/2,1234/3 Total 1 Khasra No 1230/3436,1231,1234,1234/2,1234/3 at Revenue Village Ninder, Teh.Amer, Jaipur (Rajasthan) is allotted to firm M/s **Shree Aashrya Gold** on 18/03/2017 under the **Chief Minister Jan Awas Yojana** (AFFORDABLE HOUSING FOR ALL) **JDA Jaipur**.

All the amounts payable has been duly deposited and pay to **JDA Jaipur** and the lease deed is get registered on 18.03.2017 at book no. 1 Volume No. 628 Page no. 32 serial no. 201703017101214 and pasted at additional book no. 1 Volume no. 2534 from page no. 765 to 776 at Sub-Registrar Jaipur III

B.The Developer being the absolute owner of the Project Land prepared the plan for development of an affordable housing project upon the Project Land under provision 3-A of “Chief Minister Jan Aawas Yojana -2015” (AFFORDABLE HOUSING FOR ALL).

C.The construction permission and lay-out map of Affordable Group Housing Project, “Shree Aashrya Gold” under provision 3-A of “Chief Minister Jan Aawas Yojana -2015” situated at Khasra No.1230/3436,1231,1234,1234/2,1234/3 Village- Ninder, Teh. Amer, Jaipur (Rajasthan), has been approved by the JDA Jaipur vide its letter dated 29.06.2017.

- 2) The promoter has a legal title to the Scheduled Land and is absolutely seized and is in lawful possession of the Scheduled Land.
- 3) The promoter being the absolute owner and in possession of the Scheduled Land framed a scheme for developing a project to be known as “Shree Aashrya Gold” on the Scheduled Land.
- 4) The promoter planned and is in the process of constructing and developing said project upon the Scheduled Land after getting necessary permissions / approvals from the concerned competent authorities. The location details of the said project is fully described in Schedule-A.
- 5) The Project Land is free from all encumbrances.
- 6) 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.
- 7) The following approvals and sanctions have been obtained in respect of the Said Project:
The Site Layout Plan of the said Project has been approved by the Jaipur Development Authority vide its Letter No J.D.A./S.S./B.P.C.(BP)/2017 /D-1248- dated 29/06/2017A copy of the Site Layout Plan is enclosed herewith and marked as Annexure I
Approval of the Said Project and permission of building construction upto 15meters height (G+4) under the relevant legal provisions has been accorded vide Letter No J.D.A. /S.S./B.P.C.(BP)/2017/D-1248 by the Jaipur Development

Authority ,

- 8) Temporary Fire NOC for the Said Project is not applicable NOC for the Airport Authority of India for the Project is not applicable NOC.
- 9) Environmental Clearance from the department is received vide letter no. F1(4)/SEIAA/SEAC-Raj/Sectt/Project/Cat.1(a)B1(15265)/16-17 dated 23/06/2017.
- 10) The Promoter has conceived and planned various common areas, amenities and facilities in the said Project as detailed in Schedule D. The promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.
- 11) The promoter has conceived a detailed plan of development works to be executed in the said Project. Details of the plan of Development Works to be undertaken in the said project and the proposed facilities to be provided thereof including drinking water facilities, use of solar water heater etc, as provided under clause (e) of sub-section (2) of section 4 of the Act have been specifically Provided under Schedule E.
- 12) The details of specifications of material used in construction of the project have been specifically provided in Schedule H.
- 13) 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 specifically provided in Schedule G.
- 14) The Promoter has opened a separate account in Branch Mangal Marg, Bapu Nagar Jaipur of ICICI Bank. Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- 15) On application, as aforesaid, the Allottee(s) has been allotted an Apartment located in the Said Project and pro rata share in the Common Area and facilities of the Said Project and more particularly described in Schedule "B" attached herewith and hereinafter referred to as the Unit.
- 16) The floor plan of the unit (as described in Schedule B) and Building in the said project is given in Annexure-III.
- 17) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the Project is being developed have been completed.
- 18) The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detail herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the said Project.

- 19) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- 20) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive Unit more specifically given in the Schedule "B" hereunder.
- 1.2 The total price of the Unit is more particularly described in Part I of the Schedule C hereunder.
- 1.3 The total price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in Part I of Schedule C. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition of Total Price as per this Agreement.
- 1.4 In addition to Total price, Allottee shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the said Project. The Allottee shall also be liable to maintenance deposit , upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub Lease Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit and Upfront Maintenance charges shall be transferred to the Owner's Association or its nominee at the time of conveyance of common areas and facilities to the Owner's Association. Details of the total price as above payable by the

Allottee(s) to the Promoter has been particularly described in Part I of the Schedule C.

- 1.5 Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification/introduction.
- 1.6 Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.7 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in Part I of Schedule C to be paid in the manner provided in Part II of Schedule C hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 The Total Payable Amount of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common area etc. and includes cost of providing all other facilities, amenities and specification to be provided within the Unit and the said Project. However, the Allottee is aware that in addition to the total price the Allottee shall have to contribute an amount towards water infrastructure fund.
- 1.9 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/

- rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.10 Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.11 The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyance, sub lease deed, sale deed and any other documents or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.12 The Promoter represents to the Allottee(s) that the Allottee(s) shall be required to contribute actual amount towards creation of water infrastructure fund. Any increase or decrease in the demand raised by Government shall be collected/ refunded to/from the Allottee(s) proportionately.
- 1.13 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in Part II of Schedule C and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in Part II Schedule C attached hereto.
- 1.14 Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay delay payment charges. The Allottee is aware that the taxes including GST shall be payable in addition to the delay payment charges for delay in payment of any due amount under this agreement.
- 1.15 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule - F in respect of the Unit or Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as

- required under Section 14 of the Act.
- Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act.
- 1.16 Subject to Clause - the Promoter agrees and acknowledges that after registration of conveyance deed of the unit, the Allottee(s) shall have right to the Unit, as mentioned below:
- 1.17 The Allottee(s) shall have exclusive ownership of the Unit.
- 1.18 The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the said Project. Since the share/ interest of Allottee(s) in the common areas of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of said Project to the Owner's Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
- 1.19 That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the said Project as detailed in Part I of Schedule C, the Allottee is aware that the amount towards water infrastructure fund shall be payable in addition to the total price.
- 1.20 To assess the extent of development of the said Project and his Unit, the Allottee(s) may visit the said Project. However, the Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. Caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

- 1.21 The Allottee understands that the project comprises of parking spaces spread across the said Project. For day to day comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit.

Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled for EWS (one parking for two wheeler) duly earmarked and for LIG (two parking for two wheeler) according to the chief minister jan awas yojna-2015 so earmarked and the unallotted parking space shall form part of the Limited Common Areas and Facilities of the said Project.

- 1.22 The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the said Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the said Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the said Project.
- 1.23 The Allottee(s) agrees and understands that except the Unit as described in Schedule B attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, ATM Space, Kiosk etc. Built in any part of the said Project are in the nature of saleable apartment and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.
- 1.24 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct or exploitation of this right by the Promoter. The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay payment charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay payment charges as aforesaid may be reduced when

mutually agreed to between the Promoter and the Allottee(s).

- 1.25 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.26 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings/ dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.27 That the Project shall always be known as "Shree Aashrya Gold" and the name of the Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. Association of Allottees shall be liable and responsible for applying or obtaining renewal of All NOC, statutory renewals which are required to be obtained for the Building in future after conveyance of common areas in favour of Association of Allottees. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory

approvals shall not cast any liability on the Promoter.

4. 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.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE SAID PROJECT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under clause 1.11 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF SAID APARTMENT:

7.1 SCHEDULE FOR POSSESSION OF THE UNIT - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Project to the Owners Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along

with ready and complete Common Areas and Facilities of said Project with all specifications, amenities and facilities of the said Project in place on or before 31ST MAY , 2022 including a grace period of six months, unless there is delay or failure due to war, non-availability of any type of building material or water supply, electrical power supply, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the said Project ("Force Majeure"). If, however, the completion of said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which 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 said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the **entire amount received by the Promoter** from the Allottee(s) with delay payment charges computed at Interest Rate within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION- The Promoter, upon obtaining the completion certificate from the competent authority shall vide offer letter ("Offer Letter") offer in writing the possession of the Unit to the Allottee(s) in terms of this Agreement. Within 15 days of the date of offer of possession given to Allottee (s) by the Promoter , the Allottee(s) shall make payment of all dues, outstanding , interest , if any, maintenance security etc., to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any , thee Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/ sale deed/ sub lease deed registered before the Sub Registrar , Jaipur. After the expiry of 3 (Three) full calendar months from the date of issue of completion certificate i.e. Deemed Date of Possession , the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter /Owners Association , as the case may be. The Promoter shall handover the copy of completion certificate of the Apartment, to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of

the provisions, formalities , documentation on part of the Promoter which the Promoter is liable to comply/ carry out as per the Applicable Law provided such failure is not on account of reasons beyond the controls of Promoter and /or on account of any default/ delay on the part of the Allottee(s) . The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1908 including any actions taken or deficiencies / penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of the machineries installed like electrical equipment and transformer, etc.

POSSESSION OF ALLOTTEE(S) - After obtaining the completion certificate and handing over physical possession of the Unit to the Allottee(s) it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Owners Association within 45 days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the said Project without any fault of the Promoter, before the completion of the project, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Chargesa in respect of the Unit, as on the date of such date termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer. The Allottee(s) shall not be entitled to sell, transfer the Unit for a period of 10 years after the allotment of Unit. In case of sale of Unit within 10 years of allotment, the Promoter shall be entitled to cancel the allotment and conveyance deed of the Unit and allot the Unit to other applicant from the waiting list.

CANCELLATION BY ALLOTTEE(S) AFTER COMPLETION CERTIFICATE -

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in clause 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with Interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

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

7.4 The Allottee(s) shall be liable to pay from the date of Deemed Date of Possession or date of actual possession, whichever is earlier, house-tax, property-tax, or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the unit of the Allottee(s) is not separately assessed to such taxes, fees, or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within

15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- 8.1 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;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the Scheduled Land or the Project.
- 8.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit; (In case litigation, give details)
- 8.5 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;
- 8.6 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;
- 8.7 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;
- 8.8 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;
- 8.9 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;

8.10 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. The Promoter shall obtain all such insurances notified by the State Government, as required under sub-section (1) of section 16.

8.11 The Promoter shall be liable to pay the premium and charges in respect of the insurance and shall pay the same before transferring the insurance to the Maintenance Association.

8.12 The insurance shall stand transferred to the benefit of the Allottee(s) or the Maintenance Association as the case may be, upon the execution of this Agreement.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of Allottee(s) within the time period specified in clause 7.1 above in this Agreement or fails to complete the said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and as specified in Schedule G and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

Allottee(s) to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any 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 Unit, along with interest calculated at Interest Rate within forty-five (45) days of receiving the termination notice:

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

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

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3(i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/ registration charges/ any other amounts due including delay payment charges, if applicable , under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer letter as per clause 7.2 the delay/ failure on the part of the Allottee(s) , having paid all the amounts due to the Promoter under this Agreement , in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;

(v) breach of any other terms and conditions of this Agreement on the part of the Allottee(s);

(vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

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

(i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;

(ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 0 days to the Allottee(s) in this regard;

(iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4(ii). Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover delay payment charges as per Clause 9.4(i) and (b) recover maintenance charges from the deemed date of possession ; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Unit, (d) taxes mentioned in above Clause(s); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

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

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove,

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

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

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

10. MAINTENANCE OF SAID PROJECT

10.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with RERA and CMAY, the Promoter shall maintain the Common Areas and Facilities of the Project at reasonable charges; however, one month maintenance charges from the date of completion certificate has been included in Total Payable Amount of Unit.

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

10.3 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms

and conditions specified by the Maintenance Association from time to time.

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

11. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession or deemed date of possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION:

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

of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 29 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 29 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

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

13. SPECIFIC PERFORMANCE:

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

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

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

15. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall

not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Association for rendering maintenance services.

16. GENRAL COMPLIANCE WITH RESPECT TO THE UNIT :

- (i) Subject to clause 11 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, building therein or common areas.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iv) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (v) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter / Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vi) The Allottee(s) agrees to abide by and comply with the byelaws or housing rules or

such rules which may be issued from time to time by the Owners Association in the interest of the upkeep , cleanliness, security, etiquettes and maintenance of the said project.

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

Owner's Association for obtaining renewal of insurance for the said project and pay insurance premiums.

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

- a. The Parties are entering into this Agreement for the allotment of a Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- b. Owner's Association shall be liable and responsible for applying or obtaining consent to operate , Renewal / replacement and/or other statutory renewals which are required to be obtained for the said project in future after conveyance of common areas in favour of Owner's Association . The Allottee(s) and Allottee(s) of other units and/or Ownerr Association without any reference to the Promoter shall be entitled to approach the requisite authority for any approvals / renewals . Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

18. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:

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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

may be required by the Allottee(s).

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and agreed by and between the Parties hereto that all the

provisions contained herein and the obligations arising hereunder in respect of the Unit and the said Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

24. BROKERAGE:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

26. SEVERABILITY:

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

the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

M/S	ALOTTEE

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

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale after reading and understanding all the terms and conditions of this Deed in their full sense and sound mind and without any coercion and undue influence at Jaipur, Rajasthan in the presence of attesting witness, signing as such on the day first above written.

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

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

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

..... on

For and on behalf of M/s Shree Aashrya Gold.

Name : VIPUL GILARA

Signature

Designation : Authorised Signatory

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

Schedule- A

Description of Land

All Land surrounded on all the sides by boundary wall of Group Housing Plot Khasra No. 1230/3436,1231,1234,1234/2,1234/3 total area 22098.05 Square Mtr. Village -Ninder District- Amer Jaipur (Rajasthan).

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

In North Other lands

In South Other lands

In East Other lands

In West Other lands

And measuring

North to South As per site plan enclosed

East to West As per site plan enclosed

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

In North

In South

In East

In West

For Shree Aashrya Gold


Authorized Signatory

Other details of the location of the Project

Location Map Enclosed

Schedule-B
Description of said Unit

- i) Flat/ Unit No. : _____ Block : _____
- ii) Floor : _____
- iii) Type : _____
- iv) Approx. Built up Area _____ Sq.mtr. _____ Sq.ft
- v) Carpet Area _____ Sq.mtr. _____ Sq.ft
- vi) Super Area _____ Sq.mtr. _____ Sq.ft
- vii) Exclusive Balconies
- (i) Balcony one _____ sq.mtr. / _____ sq.ft.
- (ii) Balcony one _____ sq.mtr. / _____ sq.ft.

Note:

- 1 The Buyer shall be entitled, to the exclusive use of Parking of Two wheeler.
However, exact parking no. will be allotted at the time of possession of the "Unit".
- 2 Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Super Area has no commercial bearing . Considering of the unit is dependent on Carpet Area and exclusive balcony or verandah

and is not dependent on Super Area of the Unit.

SCHEDULE- C

PART-I

(Total Price of the Unit)

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

Price of the Unit Rs. _____

(PART-II)

(Payment Schedule)

Stage of development works and completion of Unit	Percentage of the Total Price as calculated under	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)
At the time of booking	10%		
At the time of excavation	25%		
On start of First Floor slab work	20%		
On start of Third Floor slab work	15%		
On start of Plaster work	15%		
On start of Flooring work	10%		
At the time of possession	05%		
Total	100%		

Note

- 1 Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty, registration charges and corpus fund.
- 2 The Promoters offers various payment plans and the Allottee has the option to

choose the plan he wishes to opt as per his convenience.

Schedule- D

Detail of Common Areas ,Facilities and Amenities of the said project)

- (i) Scheduled land
- (ii) The Stair cases, lifts, staircases and lift lobbies and common entrance and exit of building.
- (iii) The common park, play areas, parking area and common space.
- (iv) Drinking water
- (v) Solar water heater
- (vi) Community Hall
- (vii) Society Office
- (viii) Handicapped ramp.
- (ix) D.G. Set for common area
- (x) Boundary Wall
- (xi) Guard Room
- (xii) Tubewell
- (xiii) Common Toilets
- (xiv) Transformer
- (xv) Light and Electrical Fittings of aforesaid common area
- (xvi) Drive way
- (xvii) Drainage and Sewerage

(xviii) Electrical Panel

(xix) All other portion of the project necessary or convenient for its maintenance, safety etc. And in common use.

SCHEDULE- E

(Detailed Plan of Development Works to be undertaken)

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

- (i) Water Supply - The Government of Rajasthan is making a policy for supply of water in the multi stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, the underground water will be used for drinking water and other purposes.
- (ii) Electrical Supply - Electricity / Power shall be supplied by JVVNL.
- (iii) Sewage Treatment Plant - The Promoter proposes / has installed an STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy. However, till such time, the Promoter shall provide a septic tank for disposal of waste.

SCHEDULE- F

(Specifications, facilities, amenities which are part of the Unit which shall b in conformity with the advertisement, brochure etc circulated by the promoter at the time of booking of the Apartments in the Project)

Facilities - Drinking Water, Emergency Excavation Services (Lift and Stairs), Solar Water Heater, Community Hall, Society Office.

Electric Supply, Street Lighting, Water Supply, Underground Tank, Overhead Tank

SCHEDULE- G

Stage Wise Time Schedule of Completion of Project

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	_____	_____
2.	Completion of development works (internal/external development works). Completion of internal works of the Building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash		
3.	Provision of civic infrastructure like water, electricity, sanitation Finishing		

SCHEDULE - H

(Details of specification of material used in construction)

Material as per the specification of Chief Minister Jan Awas Yojana 2015

Annexure -I
Site Layout Plan

Annexure-II

Building Plan Letter

Annexure-III

Floor Plan