

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

Declaration Regarding Agreement for sale

AX 790706

I, UMANG SAWALKA Son of MR. SURESH KUMAR SAWALKA Aged 31 R/o FLAT NO. 807, SHIVGYAN ENCLAVE, GAUTAM MARG, NIRMAN NAGAR, JAIPUR promoter of the proposed Project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under-

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

For SHIVGYAN DEVELOPERS PRIVATE LIMITED

Authorised Signatory(S)

ATTESTED

NOTARY
JAIPUR (RAJASTHAN)

क्रम सं. 1276. विक्रय दिनांक

12 OCT 2021

मुद्रांक का मूल्यांकन 50

क्रेता का नाम Shivayan Developers Pvt Ltd.

पिता का नाम

निवास स्थान Plot No - 9.2 Shivayan Luxuria

मुद्रांक खरीदने संबंधित कार्य का मूल्यांकन

JARINHAN MNR 4 Jaspur

राजवन्धुप्ता

नॉन ज्यूडिशियल स्टाम्प विक्रेता

नॉईसेन्स नं 120/11-12 जवन्ती बाजार जयपुर

12 OCT 2021

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत
स्टाम्प राशि पर प्रभावित अधिमात्र

1. आधारभूत आवश्यकता सुविधाओं हेतु
(धारा 3-क)-10% रुपये 5

2. भाग्य और उराखी नस्ल के संरक्षण और संवर्धन हेतु
(धारा 3-ख)/प्राकृतिक आपदाओं एवं मानव निर्मित
आपदाओं के निवारण हेतु-20% रुपये 10

कुल योग

हस्ताक्षर स्टाम्प वेबद्वारा

1. That the Agreement for Sale/Brokerage Agreement of our proposed
"SHIVAYAN VIVANTA" is in accordance to the Form-G of Rajasthan Real
Estate (Regulation & Development) Rules, 2017.

2. That none of the terms and conditions of the Agreement to sale presented by
us violate the laws and rules of The Real Estate (Regulation & Development)
Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.

3. That in case if any condition in agreement to sell in contravention with Real
Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate
(Regulation and Development) Rules, 2017 in that case provision of Act &
Rules shall be applicable.

4. That the Deponent is not a party to any litigation or dispute in the name of SHIVAYAN DEVELOPERS
PRIVATE LIMITED and the Deponent will be responsible for it.

For SHIVAYAN DEVELOPERS PRIVATE LIMITED

Authorized Signatory (2)

ATTESTED

NOTARY
JAIPUR (RAJASTHAN)

AGREEMENT FOR SALE

Affix Color
Photograph of the
authorized
signatory of
allottee/First
allottee with
signature of
promoter with
signature across the

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

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

BY AND BETWEEN

Shivgyan Developers Pvt. Ltd., (CIN-U17120RJ1990PLC045466) a company incorporated under the Companies Act, 1956 (PAN No. AAACS6185K) having its registered office at P.No.G-2, Shivgyan Luxora, Parivahan Marg, C-Scheme, Jaipur-302001 through its director **Shri Umang Sawalka** S/o Shri Suresh Kumar Sawalka R/o F.No.807, Shivgyan Enclave, Gautam Marg, Nirman Nagar, Jaipur, (Aadhar No.9816-****-****) vide board resolution dated 10th July 2020 (which expression shall, unless repugnant to the context, be deemed to mean and include all their legal heirs, successors, legal representatives, assigns, legatees, executors, nominees, constituted attorney (s), etc.) hereinafter referred to as "the **PROMOTER**."

AND

Mr./ Ms. /Mrs _____ Son/Daughter/Wife of Mr. _____ R/o _____
PAN _____ jointly with Mr./Ms./Mrs. _____, Son/ Daughter/Wife of Mr. _____ R/o _____
(Aadhar No. _____) (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) of the **Allottee(s)**.

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

INTERPRETATIONS/ DEFINITIONS

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

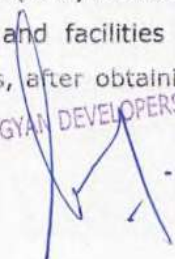
For SHIVGYAN DEVELOPERS PVT. LTD.

- (a) **"ACT"** means Real Estate (Regulation and Development) Act, 2016.
- (b) **"ALLOTTEE(s)"** means and includes:
- If the Allottee(s) is an individual then his/her legal successor (s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - 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;
 - In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s); administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
 - In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- (c) **"APARTMENT"** shall mean a flat/unit in the Said Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- (d) **"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 Jaipur Development Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law 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 and applicable to the development / construction / sale of the Said Project.
- (e) **"ARCHITECT"** shall mean M/s Ideas, 124 Himmat Nagar, Tank Road, Jaipur (Raj.) and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
- (f) **"APPLICABLE LAWS"** shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, 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 and applicable to the development / construction / sale of the Project.
- (g) **"BUILDING"** shall mean the building /Tower /Block in the Said Project where the Allottee{s} has been allotted his 'Flat/Unit'.
- (h) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be 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.

For SHIVGYAN DEVELOPERS PVT. LTD.

DIRECTOR

- (i) **"BUILT UP AREA"** means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, 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.
- (j) **"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);
- (k) **"LIMITED COMMON AREAS AND FACILITIES OF THE SAID PROJECT"**: Shall mean such common areas, facilities, equipment's 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.
- (l) **"DELAY PAYMENT CHARGES"** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, 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.
- (m) **"EARNEST AMOUNT"** shall mean 10% of the Basic Sale Consideration of the Unit.
- (n) **"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.
- (o) **"LIMITED COMMON AREAS 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.
- (p) **"MAINTENANCE ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, of the Allottee(s) of Apartments in the Project, which shall be formed for the management/maintenance of Common Area and facilities of the Project..
- (q) **"PARA"** means Para of this Agreement.
- (r) **"REGULATION"** means regulations made under the Act;
- (s) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (t) **"SCHEDULE"** means the Schedule attached to this Agreement;
- (u) **"SECTION"** means the section of the Act.
- (v) **"SCHEDULED LAND"** shall have the meaning described in Recital A and more particularly detailed in **Schedule-A**.
- (w) **"SAID PROJECT"** shall mean a group housing project comprising of 02 (Two) blocks i.e. A & B having two basement + Stilt + 9 Floors and common areas and facilities being constructed and developed upon Scheduled land as per approved plans, after obtaining all

For SHIVGYAN DEVELOPERS PVT. LTD.

 DIRECTOR

the necessary permissions and approvals in accordance with Applicable Laws, known as **"SHIVGYAN VIVANTA"**.

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.

WHEREAS THE PROMOTER DECLARES THAT:

- A. **WHEREAS** the Promoter is the sole and absolute owner of the piece of land bearing Khasra Nos.122, 123, 124, 166 and 167 situated at village Surajpura Ghati, Tehsil Sanganer, 160 Feet Road, Sawai Gatore, Near Jawahar Circle, Jaipur admeasuring 2979.93 Sq. yards. (hereinafter referred to as **"The Land"**)
- B. **WHEREAS** the land was purchased by the Promoter by way of Sale dated 31.10.2013 executed between Mahadev & Narayan S/o Late Ramnath and Rudi Devi with Shivgyan Developers Pvt. Ltd. The said Land was surrendered to the State Government and after making payment of necessary conversion, development and regularization charges of Rs.26,22,338/- , the said Land has been allotted to the Seller by Jaipur Development Authority (hereinafter referred to as **"JDA"**) on payment of requisite regularization fee.
- C. **WHEREAS** a lease deed dated 19.02.2014 was executed between the Jaipur Development Authority and the Seller, which has been duly registered with Sub Registrar, Jaipur at Sl. No. 2014399001060 at Book No.1, Volume No. 255 on page No. 200 on 03.03.2014.
- D. **WHEREAS** the Promoter has constructed a residential complex on the said Land and has obtained the necessary permissions of construction along with the necessary maps vide letter dated 24.06.2014 from the JDA& Revised Maps dated 25.06.2020. The Promoter has constructed a multi- storied residential building complex on the said Land by the name of **"SHIVGYAN VIVANTA"** as per maps approved by the Jaipur Development Authority, Jaipur.
- E. The details of the encumbrance on the Land including any rights, title, interest or name of party in or over the land along with details as under: Name of Financier: State bank of India from its branch office at 2nd Floor, Anukampa Tower, Church Road, Jaipur -302001, Rajasthan Property Mortgaged: Khasra No./ Plot No.122, 123, 124, 166 & 167 , Village- Sanganer , 160 ft Road, Sawaigator, Opp. Airport Terminal 2, Near Jawahar Circle , Jaipur - 302017 (Rajasthan), Loan Amount:Rs.22,20,00,000/- (Rupees Twenty Two Crores and Twenty Lakhs only), Escrow account for collection:38101336117
- F. The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") on dated 09-11-2017 and the Said Project's Registration Certificate No. is RAJ/P/2017/428. This Registration is valid for a period of _____, years commencing from 2015, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (<http://rera.rajasthan.gov.in/>.) of the Authority.
- G. The following approvals and sanctions have been obtained.in respect of the Said Project:
- i) The Site Layout Plan of the Scheduled Land has been approved by the Jaipur Development Authority vide letter No.ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी./2014/डी-1506 dated 24.06.2014 & Revised Maps approved vide letter No.ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी.(बी.पी.)/2020/डी-773 in dated 25.06.2020. A copy of the Site Layout Plan along with letter dated 25.06.2020 is enclosed herewith and marked as **Annexure- I**.

- ii) Approval of the Said Project and permission of building construction upto 35 meters height (lower basement + upper basement + Ground Floor +9 Floors) under the relevant legal provisions has been accorded by the Jaipur Development Authority.
- iii) Temporary Fire NOC for the Said Project has been accorded by the office of Chief Fire Officer, Nagar Nigam, Jaipur vide no. F9(10) A.F./N.N.J/ 14/461 dated 30.05.2014. Permanent Fire NOC is obtained vide Letter No.F9()A.F./N.N.J/ 20/4613 dated 20.10.2020.
- iv) The Airport Authority of India has also granted NOC for height clearance for the said Project vide No. AAI/NOC/2014/149/5989-5994 dated 19/21.05.2014

H. The Promoter has conceived and planned various limited 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.

I. 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 including firefighting facilities, water facilities, emergency evacuation services, etc, as provided in clause(e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-E**. The Allottee(s) are aware of this fact that all dedicated spaces on each and every floors including terrace are salable and absolute property of builder/promoter, the promoter has kept his rights to deal/sale/allot with the same to any person as he deem fit.

J. The details of specifications of material used/to be used in construction of the Said Project have been specifically provided in **Schedule-F** attached hereto.

K. The Promoter has opened a separate account in ICICI Bank Ltd. in Adarsh Nagar Branch of Bank for the purpose of covering the cost of construction and the land cost as provided in _____ sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.

L. The Allottee(s), being aware of the Said Project and details given above as well as in the brochure made available by the Promoter, has applied for allotment and to purchase of an Apartment in the Said Project vide Booking Form No..... dated and deposited advance amount and agreed to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement, more fully described in Part II of **Schedule-C**.

M. 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".

N. The Floor Plan of the Unit (as described in Schedule B) and Building in the Said Project is given in **Annexure-II**.

For SHIVGYAN DEVELOPERS PVT. LTD.
DIRECTOR

- O. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the Scheduled Land on which the Said Project is being developed have been completed.
- P. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Said Project.
- Q. The Promoter has not made any other promises, assurances, representations in respect of the said unit/project except as specifically mentioned in this Agreement. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- R. 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 the Unit more specifically given in the **Schedule-B** hereunder.
- 1.2 The Basic Sale Consideration of the Unit is more particularly described in Part I of Schedule C hereunder.
- 1.3 The Basic Sale Consideration 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 Basic Sale Consideration, shall be paid by the Allottee(s) in addition to Basic Sale Consideration as per this Agreement.
- 1.4 In addition to the Total Price, Allottee(s) 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(s) shall also be liable to pay 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

For SHIVGAN DEVELOPERS PVT. LTD.

-DIRECTOR

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 Schedule-C**.

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

Provided further, that if there is any increase in the taxes after the expiry of the 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 Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

The Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. .../- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given at Annexure

- 1.5 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.
- 1.6 The Total Price 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, tiles, doors, windows and firefighting equipment 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. However, the Allottee is aware that in addition to the total price the Allottee(s) shall have to contribute an amount towards water infrastructure fund.
- 1.7 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and /or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. 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.
- 1.8 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 conveyances, sub lease deed, sale deed and any other document or

For SHIVGAN DEVELOPERS PVT. LTD.
DIRECTOR

documents required to be executed by the Promoter for preparation and approval of such documents.

- 1.9 The Promoter represents to the Allottee(s) that the Allottee(s) shall be required to contribute amount of Rs.....(Rupees Only) 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.

- 1.10 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in Part II of Schedule C and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II of Schedule-C** attached hereto.

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.

- 1.11 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 the 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. to the address mentioned herein and in case the Allottee (s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

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

- 1.12 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Project is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total payable amount for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than five percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) along with the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of Carpet Area.

- 1.13 Subject to **Clause 9.3**, the Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- A The Allottee(s) shall have exclusive ownership of the Unit.

For SHIVGYAN DEVELOPERS PVT. LTD.
- DIRECTOR

- B The Allottee(s) shall also have undivided proportionate ownership and share in the Limited common areas of the Said Project. Since the share/ interest of Allottee(s) in the Limited common areas of the Said Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Said Project to the Owner's Association only after formation of Registered Association. Whereas promoter duly obtains the completion certificate from the competent authority as provided in the Act.
- C That the computation of the price of the Unit includes recovery of price of 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, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project as detailed in Part I of Schedule C; the Allottee(s) is aware that the amount towards water infrastructure fund shall be payable in addition to the total price.
- D To assess the extent of development of the Said Project and his/her 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(s) 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.
- 1.14 The Allottee understands that the project comprises of open and covered parking spaces spread across the said Project. For day-to-day comfort of all residents the Promoter has earmarked / allotted parking space for the exclusive use of each unit. Those Allottee(s) who have not availed the option of covered parking will be earmarked / allotted open parking. Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Limited Common Areas and Facilities of the said Project.
- 1.15 The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked / allotted the parking spaces and the Allottee(s) undertakes to park his/her vehicle strictly in the parking space earmarked to him and not anywhere else in the said Project. The Parking Space earmarked/allotted 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, in case the Allottee(s) has been allotted one parking space only.

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- 1.16 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 be free to deal with, in accordance with applicable laws.
- 1.17 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 on exploitation of this right by the Promoter. The Parapet wall has been identified and reserved for signage and the revenue from such signage shall accrue to the promoter / builder only. The Allottee(s) can be purchased this space from then promoter / builder on payment of charges as may be decided by the promoter / builder from time to time and on availability of the location. The Allottee has clearly understood that while conceiving this project, promoter has considered this revenue stream also.
- 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).
- 1.18 Lawn Area, parking, Roof/Terrace, storages or any other area exclusively earmarked/allotted for a particular Apartment(s) by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of owner/occupant of that apartment to the exclusion of other Allottees.
- 1.19 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. The details of limited common areas and facilities are as under:-
- The Allottee(s) understands that it is the right of the Promoter under section 14 of the RERA Act to amend and alter the approved Maps and Layout including but not limited to the specification nature size or location of the Limited Common Area and any such modification alteration or amendment shall be accepted by the Allottee(s).
- 1.20 The Promoter agrees to pay all outgoing/ 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 outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.21 That the said Project shall always be known as 'SHIVGYAN VIVANTA" and the name of the said Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

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- 2.1 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 hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of SHIVGYAN DEVELOPERS PVT LTD payable at Jaipur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident 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 there under 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(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other, laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in **clause 3.1 above**. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter 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(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

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 Apartment/ Plot to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as the case may be.

6 CONSTRUCTION OF THE SAID PROJECT:

- 6.1 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/BAR 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 said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31-12-2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, lockdown, 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(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest within 45 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) 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.
- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the Sale deed in favor of the Allottee(s) shall be carried out by the Promoter within three months from the

date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee(s) at the time of conveyance of the same.

- 7.3 **Failure of Allottee(s) to take possession of Apartment** - Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

- 7.4 **Possession of the Allottee(s)**- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s), 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.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount

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received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Said Project.
- ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- iii) There are no encumbrances upon the Scheduled Land or the Said Project.
- iv) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of the Said Project.
- v) 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.
- vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- viii) 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 and Facilities of the Said Project to the Owners Association.
- ix) The Developable Land is not the subject matters of any HUF and that no part thereof is owned by any minor and for no minor has any right, title and claim over the Developable Land.
- x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Completion Certificate has been issued and possession of

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the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Owners Association.

- xi) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

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 the 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 Said 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 E and for which 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 delay payment charges; 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, within one eighty (180) 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 one eighty (180) days of it becoming due.

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

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- 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 (4 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 for taking possession of Unit within the period mentioned in Offer Letter;
- v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

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 30 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 @ 0.25% per month on the Total Price of the Unit; (d) taxes mentioned in above Clause(s); (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 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.

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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 THE SAID BUILDING / APARTMENT / PROJECT:

10.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities at actual cost+25% plus applicable taxes. That the Allottee(s) shall make the monthly maintenance charges Rs plus applicable taxes equal to 24 months in advance towards the regular maintenance of the building for a period of two years at the time of Notice of Possession i.e after completion of the Project. The management of building complex shall be handed over to the maintenance society only after 3 years from the date of possession is granted by the Promoter to the Allottee(s) of the flat in the said project. If the Allottee(s) fails to incorporate an Association of the Allottee(s) even after initiation of the Promoter / Developer, the promoter / developer shall continue to maintain the common area and amenities for a further period of 2 Years (24 Months) and further advance maintenance charges at the rate of Rs plus applicable taxes shall be recovered from the allottee in advance.

10.2 **That** the Allottee(s) shall pay a sum of **Rs. _____** interest free security deposit to the Promoter. This contribution shall be referred to as the Sinking Fund, which the Promoter will transfer to the maintenance society after 3 years from the Registered Formation of the Society/Association. This payment shall be made by the applicant as per the payment schedule - **Part-I of Schedule-C.**

10.3 **That** the Allottee(s) shall deposit **Rs. _____** as extra amount towards one time lease money, HT Line connection and power back up facility for common area. This payment shall be made by the Allottee(s) as per the payment schedule detailed in **Part-I of Schedule-C.**

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- 10.4 **That** the Allottee(s) shall deposit **Rs.**_____ as extra amount towards VRV Air-conditioner. This payment shall be made by the Allottee(s) as per the payment schedule detailed in **Part-I of Schedule-C**.
- 10.5 **That** in case the Society determines the need to levy a monthly maintenance charges, the Allottee(s) shall pay any such maintenance charges, which shall be fixed by the Promoter/constituted society from time to time depending upon the maintenance cost. Any delay/default in payment will make the Purchaser liable for interest as per rules on outstanding dues. Non-payment of any of the charges within the time specified shall disentitle the Allottee(s) to the enjoyment of common services in the said Project and facilities being provided to the said Unit(s).
- 10.6 **That** the Allottee(s) undertakes to deposit maintenance charges equivalent to 36 months for the services of Limited common area like water, common lighting, housekeeping and maintenance of complex/society. In the event of any default of payments by the Allottee(s), the Promoter/ maintenance society shall have the right to instruct the Allottee(s) to discontinue common facilities and terminate his membership from thereof.
- 10.7 **That** the Promoter intends to develop the Club House having modern Gymnasium & Swimming Pool as part of the facilities. These facilities shall be subject to terms and conditions enlisted by the Promoter. The Ownership of Club House always remains with the Promoter. That the Allottee(s) shall deposit Rs.125000/- per Flat as extra amount towards Club House Membership charges. This payment shall be made by the Purchaser as per the payment schedule detailed in **Part-I of Schedule-C**
- 10.8 That a Maintenance Association of Allottee(s) of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Limited Common Area and Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter and/or Maintenance Association may decide from time to time keeping in view the best interest of the Allottee(s) of apartments in the project. The Allottee(s) of all the apartments of project shall become the members of the Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Limited Common Areas and Facilities of the Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Limited Common Areas and Facilities of the Project.
- 10.9 The Promoter shall handover the Limited Common Areas and Common Facilities of the Said Project to the Owners Association in accordance with the Applicable Laws. The Allottee(s) understands that the Promoter is pioneer in the Real Estate industry and thus it would be in the interest of the Building and all the residents of the Building that even after the Completion of the Building/Project regular maintenance of the common area is done by the

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Promoter or any Project Maintained Company nominated by the Promoter for this purpose. The Allottee(s) shall, through the Association of the Allottee(s), duly incorporated as per this agreement, ensures that the maintenance of common area is done by the Promoter or Maintenance Company nominated by the Promoter at a reasonable cost. The Allottee(s) shall have no objection and provide his/her full cooperation regarding the said maintenance of the Common Area by the Promoter or any Project Maintained Company nominated by the Promoter for this purpose.

- 10.10 After the handover of Limited 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 Limited 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.
- 10.11 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.
- 10.12 Allottee(s) shall be bound by all the terms and conditions of the maintenance agreement and any other agreement entered between the Owners Association and the Promoter or any Project Maintained Company nominated by the Promoter nominated by the Promoter and any decision taken by the Owners Association as per it Bye-Laws.
- 10.13 The Allottee(s) understands that the Maintenance charges are ultimately utilized towards the regular maintained of the Project which shall ensure the Habitability of the Project. The Allottee(s) shall be responsible for timely payment of the Maintenance charges due towards his unit. The Allottee(s) further understands and acknowledges that the maintenance charges are charged only from the sold units, all those units which are not sold or part of any inventory of unsold units of Promoter / Developer are not liable for maintenance charges. Such payment shall be made latest by the 10th. of every month in advance. In case of default of payment of the aforesaid charges the promoter or its nominee shall be entitled to discontinue/disconnect the service of water and electricity etc. to the said unit as also shall have right to remove common benefits, amenities, facilities and services etc. apart from the right to recover the charges with minimum interest @12% p.a. from the Allottee(s) and/or from the occupier of the said unit.
- 10.14 If Allottee(s) does not paid the maintenance charges then promoter will be deducting the maintenance charges from the deposited amount towards interest free security deposit and if society / association is formed then the remaining amount after deduction of all the expenses incurred towards the maintenance of the said building will be transferred by the Promoter / Developer. Allottee(s) hereby agrees this Terms & Condition and have no objection.
- 10.15 The maintenance of the Signage(s) on the building will be taken care of Owner's

For SHIVGYAN DEVELOPERS PVT. LTD.

Association and Electricity consumption by signage of "SHIVGYAN" will be part of common electricity and will be always part of maintenance charges to be collected by the Allottee(s).

11. AMENITIES:

- 11.1 The Promoter is undertaking provision of GAS Bank, wherein proportionate charge for individual connection will be taken from Allottee(s) and accordingly, no gas cylinder shall be allowed inside the Apartment/Unit.
- 11.2 That the Allottee(s) shall be required to obtain and maintain a separate electric connection for the said Unit(s) in his own name from Jaipur Vidhyut Vitran Nigam Limited (JVVNL) or from any other Electricity supply undertaking and the entire cost of the electric meter and its fixation charges shall be borne by him. The Purchaser shall be entitled to avail and get electric connection from JVVNL or other electric supply undertaking only after the aforesaid obligation are complied with for the purpose of lighting in the said Unit(s).
- 11.3 The Promoter shall make Fire Safety Measures as prescribed by the concerned authorities if, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005, additional fire safety measures are undertaken, then the Allottee(s) shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter, which shall be final and binding on the Allottee(s).
- 11.4 The Promoter has made provisions for separate overhead and underground water tank for supply of water as per the requirement of the Allottee(s).

12. 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.

13. INDEMNIFICATION

- 13.1 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

For SHIVGYAN DEVELOPERS PVT. LTD.

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 (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

13.3 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.

14. 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.

15. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Owners Association shall have right of unrestricted access of all common areas, shaft, elevation boxing, garages/covered parking and 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.

16. USAGE:

Use of Basement(s) and service areas: - The basement and service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's 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 use by the Owners/Maintenance Association for rendering maintenance services.

For SHIVGYAN DEVELOPERS PVT. LTD

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17. GENERAL 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 guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Said Project, building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- iii) 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.
- iv) 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/ Owners Association and nowhere else, The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- v) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project.
- vi) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof top/ terrace under his/her fits use.
- vii) 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.
- viii) **That** the said ownership rights in the said Units shall be sold to the Allottee(s) only for specified purpose being used as residential abode subject to the specific condition that the Purchaser shall have no right to use the said Units for any commercial purposes like that of Clinic, Office, Shop, factory, bar, baking house, gambling house/ lodging house or for illegal purpose. The Allottee(s) has further specifically agreed that he shall not himself use or permit any other person to use the said Flat/ unit for purpose other than that for which the

For SHIVGYAN DEVELOPERS PVT. LTD.

said Flat/ Unit(s) have been sold to purchaser. In case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter right to claim damages from the Allottee(s) and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee(s) from making a use being prohibited by this Agreement.

- ix) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- x) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project 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.
- xi) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- xii) 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.
- xiii) 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.
- xiv) 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.
- xv) The Allottee shall ensure complete safety of material and the equipment kept in the Apartment/unit to be used or useable in the interior works undertaken by the Allottee and the Promoters/Maintenance Association shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoters/Maintenance Association shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself/themselves. The Allottee shall indemnify and keep the Promoters/Maintenance Association harmless against all such claims or liabilities.
- xvi) The Allottee(s) shall not be permitted to close/cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the

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Maintenance Agency/Society, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbors and also does not hamper the aesthetics of the Project.

xvii) The Allottee(s) agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.

xviii) That the Allottee(s) shall permit the Promoter/Maintenance Association or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee(s) agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/Maintenance Association to the Allottee(s)

xix) **That** the Allottee(s) shall have absolute right and entitlement in respect of the said Flat/Unit to sell, to mortgage, to pledge, to lease or to rent or to dispose of in any manner, after getting the No Dues Certificate from Promoter/ Maintenance Society, as the case may be. However, in case Allottee(s) desires to transfer the booked Flat to any other party, prior to acquiring possession or before making final payment to the Allottee(s) then only after the consent of Promoter, Allottee(s) can transfer the booked Unit to any third party. The Allottee(s) shall be liable to pay administrative/processing charges in case of any transfer of his/her booking at the rate Rs._____.

xx) **That** the Promoter shall continue to have right to make additions, raise stories, put up additional structure etc within the said Buildings as may be permitted by the local authorities and all such additions shall be the sole property of the Promoter, they will be solely entitled to dispose it off in any manner whatsoever. The Allottee(s) shall not raise any objection for any construction undertaken by the Promoter, if permissible in future.

xxi) **That** after completion of the building and before execution and registration of sale deed, the Allottee(s) is permitted to check all construction/ fittings including paint, sanitary, electric points, kitchen, and bathroom fittings. Etc. and after registry of Flat/ Unit, the Allottee(s) will not object and raise any claim for quality of construction. Prior to registry of flat/unit Allottee(s) must check the finishing properly.

xxii) **That** if for any reason the Promoter is not in a position to allot the flat/Unit, then the Promoter can consider allotting the alternate flat subject to availability or refunding the amount deposited by the Allottee(s) with interest @ 6% per annum from the date of registration. However, the Promoter shall not be liable in any manner whatsoever for any damages/ compensation, loss etc. on this account to the Allottee(s).

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

18.1 The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project.

18.2 Owner's/Maintenance Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer 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

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Allottee(s) of other units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such 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.

19. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:

19.1 The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Said 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.

20. 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 Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of conveyance deed of the Unit, For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

21. 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 (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. 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.

For SHIVGYAN DEVELOPERS PVT. LTD.

DIRECTOR

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. 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 all occupants, tenants, licenses and / or subsequent Allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and/ or subsequent Allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) in the Unit is permissive or hostile.

25. BROKERAGE:

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

26. REFUND OF AMOUNTS PAID DURING DEVELOPMENT:

The Promoter alone shall be entitled to obtain the refund of various securities deposited by it during construction of the said Building with various Government/ local authorities for electric water and power connections etc.

27. WAIVER NOT A LIMITATION TO ENFORCE:

- a) The Promoter may, at 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 waiving 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(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

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- 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.

28. SEVERABILITY:

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

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

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

30. 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.

31. 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), 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 (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Jaipur.

32. 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	Allottee (s)

For SHIVGYAN DEVELOPERS PVT. LTD.

DIRECTOR

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.

33. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee(s) 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).

34. SAVINGS:

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

35. GOVERNING LAW:

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

36. Disputes:

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

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

Signed and delivered by the within named Allottees) 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)

For SHIVGYAN DEVELOPERS PVT. LTD.

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

<u>PROMOTER</u>
For and on behalf of M/s SHIVGYAN DEVELOPERS PVT LTD
Name- UMANG SAWALKA
Signature
Designation- DIRECTOR

For SHIVGYAN DEVELOPERS PVT. LTD.
DIRECTOR

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

SCHEDULE-A

(Description of Scheduled Land)

Land admeasuring 2491.50 sq. mtr and there about lying and situated at Khasra No. 122, 123, 124, 166 & 167, Village Surajpura Ghati, Tehsil Sanganer, 160 Feet Road, Sawai Gatore, Near Jawahar Circle, Jaipur (Raj.)

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

In North : Other's Land

In South : 160'ft wide Road

In East : C.C.Road

In west : Other's Land

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

Corners	Latitude (N)	Longitude (E)	Site Elevation (AMSL)
North East	26"-49'-50.9"	75"-48'-07.0"	381.00 M
North West	26"-49'-51.0"	75"-48'-06.3"	381.00 M
South West	26"-49'-48.0"	75"-48'-05.4"	381.00 M
South East	26"-49'-47.9"	75"-48'-06.4"	381.00 M

SCHEDULE-B

(Description of the Unit)

a. Unit No. _____

b. Floor: _____

c. Type: _____

d. Carpet Area: _____ sq. mtr. (_____sq. ft.).

e. Exclusive Balconies

i. Balcony one: _____ sq. mtr. (_____sq. ft.)

ii. Balcony two: _____sq. mtr. (_____sq. ft.)

f. Built- up Area: _____

g. Super Built-up Area: _____

Note-

- i) The Buyer shall be entitled, to the exclusive use of Parking for parking of Car. However, exact parking No. will be allotted at the time of possession of the 'Unit'.
- ii) For greater clarity and transparency, the entire built-up area as well as open spaces has been categorized in three categories as Saleable/Owner's area, common area & limited common area. Further, in case there is any ambiguity between the descriptions mentioned hereinabove.

For SHIVGYAN DEVELOPERS PVT. LTD.

DIRECTOR

SCHEDULE- C
PART I

(Total Price of the Unit)

Total Price: Rs. _____ **Price per Sq Fts of Carpet Area Rs.** _____

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

Basic Sale Price of the Unit Rs. _____

Discount: Rs. _____

Charges (1) **Rs.** _____ towards one time lease money, HT Line connection and power back up facility for common area.

(2) **Rs.** _____ interest free security deposit as the Sinking Fund, which will transfer to the maintenance society after 3 years from the Registered Formation of the Society/Association

(3) Rs.125000/- per Flat towards Club House Membership.

(4) **Rs.** _____ for VRV Air-conditioning system

Taxes: Rs. _____

SCHEDULE- C
PART II
(Payment Schedule)

Stage of development works and completion of Unit	Percentage of the Total Price as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the installment is to be paid by the Allottee	Applicable Taxes
At the time of Booking/Registration	10% of the Basic Sale Price+Applicable Taxes			
Within 10 Days from the Date of Registration	20% of Basic Sale Price+50% of Additional Charges + 50% of Preferred Location Charges + Applicable Taxes			
Within 30 Days from the Date of Registration	40% of Basic Sale Price+50% of Additional Charges + 50% of Preferred Location Charges + Applicable Taxes			
On Final Notice of Possession	30% of Basic Sale Price+Applicable Taxes+Stamp Duty & Registration Charges			
Total				

Note-

- Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges.
- The Promoters offers various payment plans and the Allottee(s) has the option to choose the plan he wishes to opt as per his/her convenience.

For SHIVGYAN DEVELOPERS PVT. LTD

DIRECTOR

SCHEDULE- D

(Details of Limited common areas, facilities and amenities of the Said Project)

- (i). The Scheduled Land
- (ii). The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii). The common basements, play areas, open parking areas and common storage spaces;
- (iv). The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;
- (v). Installations of central services such as electricity, water and sanitation, air-conditioning and incinerating system for water conservation and renewable energy;
- (vi). the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii). 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) **Fire Fighting Facilities**-Firefighting equipment/ facilities will be provided in the said project as per NBC guidelines.
- ii) **Water Supply** - The Government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's/maintenance association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.
- iii) **Emergency Evacuation Services**- It will be provided in the said project as per NBC guidelines of appropriate width.
- iv) **Electrical Supply**- Electricity shall be supplied by JVVNL.
- v) **Rain Water Harvesting**- Water from all open areas including terrace shall be collected through designed storm water system, which shall recharge the ground water as per norms.
- vi) **Lighting Arrestors**- Additional facility as a safety feature against lightning is installed at the roof of the Building and earthing is done in ground.

For SHIVGYAN DEVELOPERS PVT. LTD.

DIRECTOR

SCHEDULE-F

(Details of Specification of material used in Construction)

Cement	:	PPC Cement
Steel	:	Fe 415 & Fe 500
CP Fittings	:	Renowned brands
Sanitary Wares	:	Renowned brands
CPVC Pipes	:	Renowned brands
UPVC/SWR Pipes	:	Renowned brands
Tiles	:	Vitrified Tiles
Wall Tiles	:	Ceramic Tiles
Paint	:	Renowned brands
Passenger Elevator	:	Gearless elevator
Wires	:	Renowned brands
Transformer	:	Copper wound immersed
Diesel Generator	:	Air cooled
Fire safety equipment	:	ISI mark

Annexure - I

Site Layout Plan

Annexure-II

Building Plan Letter

Annexure-III

Floor Plan