

Allotment Letter

Date _____

First Applicant:

Co Applicant:

Mr. _____

Dear Sir/Madam,

This is in response to your application dated _____ for allotment. We are pleased to inform that you have been provisionally allotted Flat bearing No. _____ on _____ Floor, In Block/Tower _____, measuring _____ Sq Ft. (Carpet Area) in "Shankara", being developed at Jaipur.

The provisional allotment of the apartment is subject to the terms and conditions as contained in application form further subject to the terms of the agreement to sell and shall prevail over all the other terms and conditions given in our registration form and any other sale documents/marketing material. You are requested to quote the allotment number in all future communication with us.

For any clarification and assistance you may visit our office at 501-503 5th Floor Diamond Tower Purani chungi Jaipur 302019. We would be happy to assist you, in this regard.

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

Application Detail

Application No.

Allotted Unit Detail

Unit No.

Floor:

Block:

Category:

Built Up Area:

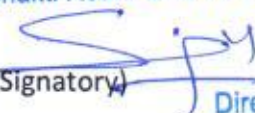
Total Unit Cost:

Other Charges:

Warm Regards,

For Shivshakti Realhome Private Limited

For Shiv Shakti Real Home Pvt. Ltd.


(Authorized Signatory) Director

DRAFT

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

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

AGREEMENT TO SELL

This **AGREEMENT TO SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at Jaipur on this ____ day of _____, 201__ by and between:

1. **Parties to this Agreement:**

- 1.1 : **M/s. Shivshakti Realhome Private Limited**, a company registered under the Companies Act, 1956 having its registered office at 501-503, 5th Floor, Diamond Tower, Ajmer Road, Jaipur, through its Authorized Signatory **Shri Sanjeev Kumar Sanghi**, **S/o Shri Ramesh Chand Sanghi**, hereinafter referred to as the "**Owner or Promoter or Seller**" (which expressions shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present and future successors and their respective heirs, executors, administrators and assigns); of the **First Part**,

AND

- 1.2 by the person(s) named in **Schedule-1** hereof (collectively, the "Allottee"/ "Buyer"/ "Purchaser", which expression shall, unless it be repugnant to the subject or context thereof, include her/his/its/their successors, surviving partners, permitted assigns, each of their heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable)

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

2. **IN THIS AGREEMENT** unless it is contrary or repugnant to the context:

For Shiv Shakti Real Home Pvt. Ltd.

(Auth. Signatory, Promoters & Developers)

(Purchaser)

- 2.1 **"ACT"** means the Real Estate (Regulation and Development) Act, 2016;
- 2.2 **"ADVERTISEMENT"** means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.
- 2.3 **"APARTMENT/ FLAT/ UNIT"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms on enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified *and as described in* described in **PART "C" of Schedule 2** hereunder written.
- 2.4 **"ARCHITECT"** means a person or persons and/or firm or firms and/or company or companies whom the Promoter may appoint from time to time as the architect for the said Building.
- 2.5 **"BUILT UP AREA"** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- 2.6 **"CARPET AREA"**: Net usable area of an apartment excluding area covered by external walls, services shaft, exclusive balcony or verandah and terrace area.
- 2.7 **"COMMON AREA / COMMON SPACES / COMMON PARTS"** shall mean and includes such area occupied by the Residential Project which is for common use of all its occupants and includes the facilities as well as the common areas like area occupied by project roads/streets, pavements/footpaths, gardens, plantations, water tanks/storage place, electrical transformer & panel, guard room, common toilets, generator room, external walls, Lifts, elevators, etc.

For Shiv Shakti Real Home Pvt. Ltd.

(Auth. Signatory, Promoters & Developers)

(Purchaser)

and all spaces meant for common use of the occupants of flat in the Residential Project and the equipments provided **AND/OR** reserved for the common use and the enjoyment in the Residential Project.

- 2.8 "COMMON EXPENSES"** shall mean the expenses described in the **Schedule-7** hereunder written.
- 2.9 "COMMON PURPOSES"** shall mean and include the purposes of maintaining and managing the Residential Project and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the BUYERS inter-se relating to the Residential Project and the common use and enjoyment thereof.
- 2.10 "CLUB HOUSE"** means a club house having amenities such as indoor games, Equipped gym, Multipurpose hall/ Community centre for the residents/occupants of the Flats.
- 2.11 "COMPLETION CERTIFICATE"** means the completion certificate, or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 2.12 "FORCE MAJEURE"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
 - (ii) explosions or accidents, air crashes and shipwrecks; or
 - (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
 - (iv) war or enemy action or terrorist action; or
 - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
 - (vi) non-availability of steel, cement, Bajari or other building material or water supply or electric power or like; or
 - (vii) Natural calamity or by reason of any national or international happening or event; or

For Shiv Shakti Real Home Pvt. Ltd.



(Auth. Signatory, Promoters & Developers)

(Purchaser)

- (viii) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
- (ix) any event or circumstances analogous to the foregoing which is beyond the control of the parties.

2.13 "INTEREST" means the interest payable at the rate specified in Rule 17 of the rules;

2.14 "LOCAL AUTHORITY" means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.

2.15 "MAINTENANCE AGENCY" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of Section 11 of the Act.

2.16 "MAINTENANCE AGREEMENT" means a tripartite agreement made by and between the Promoter, Maintenance Agency and the Purchaser which shall be executed between the parties within 3 months from the date of execution of sale deed for the maintenance and upkeep of the Project by the Maintenance Agency.

2.17 "OCCUPANCY CERTIFICATE" means the completion certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

2.18 "PARA" means a Para of this Agreement.

2.19 "PARKING SPACE" shall mean open Parking or Stilt parking space in the said Residential Project allotted exclusively for the use of Buyer for parking his Car.

2.20 "PROJECT LAND" shall mean Plot No.460_____ situated at Phase 2, Omaxe City, Ajmer Road, Village Bagru Khurd, Bhamboria, Jaipur, Rajasthan, Jaipur having total area 15750.76 Sq. Mtr. has been allotted

For Shiv Shakti Real Home Pvt. Ltd.



(Auth. Signatory, Promoters & Developers)

(Purchaser)

to owner by Jaipur Development Authority more particularly described in **PART A of Schedule – 2** hereunder written after conversion.

2.21 "PROPORTIONATE SHARE" with reference to common expenses means that proportion of the common expenses which is payable by the buyer for the maintenance of the Building.

2.22 "PURCHASER" shall means and include:

2.22.1 If the Purchaser be an individual then his/her heirs, executors, administrators, legal representatives, successors and permitted assigns;

2.22.2 If the Purchaser be a Hindu Undivided Family, then its Karta member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representative and assigns;

2.22.3 In case the Purchaser be a partnership firm, then its partners for the being, their respective heirs and executors, administrators, legal representative and assigns;

2.22.4 In case the Purchaser be a limited company, then its successor or successors-in-interest and assigns

2.23 "REAL ESTATE AGENT" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment of building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and Promoters to each other for negotiation for sale or purchase of plot, apartment of building, as the case may be, and includes property dealers, brokers, middleman by whatever name called.

2.24 "RESIDENTIAL PROJECT" shall mean the entire project consisting of independent flats and shops along with common parts/ common spaces / common area therein being constructed /developed on the said Land for exclusive residential use and named as "**Shankara Residency (Auric Residency)**".

2.25 "REGULATION" means the Regulations made under the Act.

For Shiv Shakti Real Home Pvt. Ltd.



Director

(Auth. Signatory, Promoters & Developers)

(Purchaser)

- 2.26 **"RULES"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017
- 2.27 **"SERVICE COMPANY"** shall mean a company duly registered and incorporated under the provisions of the Companies Act, 1956 or LLP or any other authorized agency for the maintenance of common area and common things of the building/complex and keeping the account of common expenses of the building/complex.
- 2.28 The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No. 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.
- 2.29 **UNDIVIDED PROPORTIONATE SHARE** shall mean and include the proportionate share, right and interest in the Land corresponding to the Flat agreed to be bought by the Buyer where the proportion is to be determined by comparing built up area of Flat with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Flat.
- 2.30 **SINGULAR** shall include the plural and vice versa.
- 2.31 **MASCULINE** shall include the feminine and vice versa.
- 2.32 **WHEREVER** any expenses or costs are mentioned to be borne or paid proportionately by the Buyer, the portion of the amount payable by the Buyer shall be in proportion of the chargeable area of the Buyer to the aggregate chargeable area of the Residential Project and the said proportionate area shall include the proportionate areas of the total common area constructed and completed in the Residential Project.

Expression used but not defined in this Agreement will have the meaning assigned to them by the Promoter.

3. **WHEREAS**

- 3.1 A Lease Deed (Patta) dated 28/12/2010 for the purpose of Residential Group Housing was issued by Jaipur Development Authority in favor of M/s Shivshakti Realhome Private Limited . (Owner), duly registered with Sub-Registrar, Jaipur-X on dated 28/12/2010 vide serial no. 2010397015351 in Book No. 1 Volume No. 378___ on page no. 116

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and additional copy pasted in Book no. 1 volume no. 1511 on page no. 203 to 210.

- 3.2 The Promoters have obtained all other necessary permissions and approvals to develop the said property.
- 3.3 By virtue of, Allotment Letter, Lease Deed (Patta) for Residential Group Housing and Development Agreement executed by the said Promoter, the said Promoter is fully authorized and legally entitled to develop the said property and to construct thereon units, flats, apartments, other premises, etc. permissible by law and to sell the same to various purchasers on ownership basis and appropriate the sale proceeds.
- 3.4 The Promoter is constructing on the said property comprising of number of Units, flats, apartments, shops, etc. to be known as "Shankara Residency (Auric Residency)".
- 3.5 The land is free from all encumbrances
- 3.6 The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number BPC/2012/D-2027 dated 15/10/2012.
- 3.7 The Project has been registered with the Real Estate Regulatory Authority on _____ (date) and the Project Registration Certificate No. is _____. This registration is valid for a period of ____ years commencing from ____ and ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- 3.8 **AND WHEREAS** the PROMOTER has got necessary maps/plans in respect of the Residential Project on the said Land duly approved and released in its name by the Jaipur Development Authority, Jaipur in respect of the residential housing project proposed to be developed / constructed thereon comprising of Flats, Common Area/ Common Parts/ Common facilities and Club House as shown in the plans approved by the Jaipur Development Authority, Jaipur vide letter no. Letter No.2012/D-2027 dated 15/10/2012
- 3.9 Approval of specifications of the Project and permission of building construction upto ____ meters height (____ floors) under the relevant legal provisions has been accorded vide no. BPC/2012/D-2027 dated 15/10/2012 by the Jaipur Development Authority.

For Shiv Shakti Real Home Pvt. Ltd.

(Auth. Signatory, Promoters & Developers)
Director

(Purchaser)

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

3.10 The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc, as provided under clause (e) of sub section (2) of Section 4 have specifically been mentioned in Annexure 1:

3.11 The details of salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements on site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have specifically been mentioned in Annexure 2:

3.12 The details of other external development works to be taken for the Project have specifically been mentioned in Annexure 3 :

3.13 The details of specifications of material used in construction/ development have specifically been mentioned in Annexure 4 :

3.14 The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/ external development works is as under:

Stage	Date by which the works are proposed to be completed	Details of works to be completed

3.15 Temporary fire NOC for the Project has been accorded by the Jaipur Municipal Corporation vide No. F9(A.F./NNJ/16-17/2103 dated 9/3/17.

For Shiv Shakti Real Home Pvt. Ltd.



(Auth. Signatory, Promoters & Developers)

(Purchaser)

- 3.16 The Airport Authority of India has also granted NOC for height clearance for the Project vide No. AAI/NOC/2012/497/3025_____ dated _27/12/2012.
- 3.17 Environmental Clearance from the department concerned has been obtained for the project.
- 3.18 Public Health & Engineering Department has also given NOC for developing the Project.
- 3.19 The Promoter has opened a separate account in Branch Chitrakoot, Jaipur_____ of Bank of Maharashtra for the purposes as provided in sub section (D) of Clause (I) of Sub section (2) of Section 4.
- 3.20 That the Allottee (s) has taken the inspection of title documents of the Land and the approved Plans in respect of the Land and has satisfied himself and after going through the plans and specifications of the Project and Building including the proposed Flat and Common Areas/facilities to be built, applied/requested vide application for provisional allotment of a residential Flat along with proportionate right in respect of the Common Area for the purpose of securing the beneficial enjoyment of the said Flat as and when it is constructed on the Terms & Conditions as settled hereinafter.
- 3.21 That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.
- 3.22 The Promoter is entitled to sell or otherwise deal with the residential Flat requested by the Allottee.
- 3.23 The Allottee acknowledges that Promoter has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Flat and has not relied upon and is not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Project/Said Unit. The Allottee is also aware of the infrastructure status of the area,

For Shiv Shakti Real Home Pvt. Ltd.

(Auth. Signatory, Promoters & Developers)
Director

(Purchaser)

risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular and is entering into this transaction after full understanding of all the factors, terms and conditions of this Agreement.

- 3.24** The Promoter has accepted the request of the Buyer and has earmarked a Flat/ Unit having aggregate built-up area in the Project Building "Shankara Residency (Auric Residency)" and undivided proportionate right of using Common Area/facilities such as use of common passage, staircase, lift, water and electrical arrangement along with the use of the Car Parking (more particularly described in **Schedule-2 (Part C)** attached herewith and shall be hereinafter referred to as the "**Said Premises**" for Total Sale Consideration as mentioned in **SCHEDULE 3**, subject to the terms and conditions hereinafter contained in this Agreement, as mutually agreed by and between the Parties hereto. This consideration includes the Cost of providing electrical wiring upto the entrance of the Said Premises upto the meter box and common area.
- 3.25** The Buyer hereby confirms to the Promoter that the Buyer is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the said flat/residential Project and the terms and conditions contained in this Agreement and the Buyer has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.
- 3.26** **WHEREAS**, the Promoter is entering into several agreements with several parties or persons for allotment of Flats in the Building/Complex.
- 3.27** **WHEREAS**, the parties hereto are now desirous to enter into a proper agreement to sell in respect to the Flat allotted to the Allottee.

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

- SUBJECT MATTER:** The Promoter hereby agrees to allot and the Allottee(s) agrees to get allotted the flat/ Demised Premises more particularly described in **Schedule- 2, Part C** in the Project known as "**Shankara Residency (Auric Residency)**" along with undivided proportionate right of using Common Area/facilities such as use of

For Shiv Shakti Real Home Pvt. Ltd.

(Auth. Signatory, Promoters & Developers)
Director

(Purchaser)

common passage, staircase, lift, water and electrical arrangement (hereinafter referred to as the ("**Demised Premises**") as detailed below and upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto for agreed "**Total Sale Consideration**" as detailed and set out in **Schedule 3**.

2. That, the Total Sale Consideration mentioned in clause (1) is inclusive of the cost of providing sub electric station and electrical wiring up to the entrance of the Flat up to the meter box and the common area.
- 2.1 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 2.2 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments: Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 2.3 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the completion certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount

For Shiv Shakti Real Home Pvt. Ltd.

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(Purchaser)

was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed between the parties.

- 2.4 It is made clear by the Promoter and the Allottee agrees that the Demised Premises along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
3. **ADVANCE PAYMENT:** That the Allottee has paid a sum of as mentioned in **Schedule 5** (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) to the Promoter in the manner mentioned therein as advance against booking, the receipt of which, the Promoter do hereby acknowledge.
4. **BALANCE CONSIDERATION:** The Allottee hereby agrees to pay the balance Sale Consideration as per the details/ manner mentioned in **Schedule 6**. The Promoter and the Allottee hereby agree that the amount paid to the extent of 10% of the Sale Consideration of the Demised Premises shall be treated as the "**Earnest Money**".
5. Cheque / DD to be made in favour of "Shivshakti Realhome Private Limited". The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. That the timely payment of instalments, as stated hereinabove and the amount of applicable service tax, stamp duty, registration fee, maintenance and other charges/amounts payable under this Agreement by the Allottee shall be the essence of this Agreement. As and when any instalment becomes due the Promoter shall once inform the Allottee and it shall not be obligatory on the part of the Promoter to send any further demand notices / reminders regarding the payments to be made by the Allottee as per the Instalment Plan specified hereinabove.

For Shiv Shakti Real Home Pvt. Ltd.



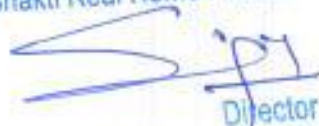
Director

(Auth. Signatory, Promoters & Developers)

(Purchaser)

6. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Demised Premises, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.
7. **INTEREST ON LATE PAYMENT:** That the Allottee shall pay interest at the rate specified under the act and Rule made thereunder per annum on all amounts becoming due and payable by the Allottee to the Promoter from the date of this Agreement for the period of delays and/or defaults of the payments. Further, acceptance of any payment without interest shall not be deemed to waive the right of Promoter of charging such interest or the other rights mentioned in this Agreement.
8. **RIGHT TO CANCEL & FORFEIT:** That if the delay in payment by the Allottee exceeds 3 instalments, the Promoter shall have the right of cancelling the booking & this Agreement to Sell. In case of such cancellation the Promoter shall be entitled to forfeit & deduct 10% of the total amount received till date along-with interest on delayed payments and also amount of any taxes/duties including service tax out of the amounts paid by the Allottee. The Promoter shall refund the balance amount without any interest to the Allottee. The refund shall be given within 45 days from the date of receipt of the cancellation request along with the original receipt and amount will be paid by "ACCOUNT PAYEE CHEQUE" only at the last known address of the applicant by Registered post or cheque will be handed over only to applicant personally. Upon such cancellation the Allottee shall not have any lien, right, title, interest, or claim in respect of the Demised Premises and the Promoter shall be entitled to sell the Demised Premises to any other person or otherwise deal with the Demised Premises. Further in case the buyer / Purchaser has obtained any financial assistance on the Demised Premises then under such circumstances, the Promoter shall have an option to refund the amount of instalments as received from the Buyer/ Allottee to the Banker / Financial Institution, as the case may be and the Buyer /Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable by the Bank/ Financial Institution etc. Under any circumstances the lien, charge etc. in favour of the Bank /Financial Institution shall not be complete without full payment of consideration and other Charges.

For Shiv Shakti Real Home Pvt. Ltd.



Director

(Auth. Signatory, Promoters & Developers)

(Purchaser)

9. That the Promoter at its sole discretion may opt for waiving this rights of cancellation of this Agreement and claim 18 % per annum interest from the Allottee for the period of delay.
10. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described (which shall be in conformity with the advertisement, prospectus etcon the basis of which sale is effected) in respect of the Demised Premises without the previous written consent of the Allottee(s) as per the provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
11. That in case the Buyer (allottee) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following –
 - i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Buyer (allottee) only.
 - ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Buyer. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Buyer (allottee), failing which, the delay payment clauses shall be applicable.
12. **TENURE:** That the Promoter shall complete the construction of the Unit within a period of 1 year and 6 months grace period. The Promoter agrees and understands that timely delivery of possession of the Demised premises to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Demised Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that,

For Shiv Shakti Real Home Pvt. Ltd.

(Auth. Signatory, Promoters & Developers)
Director

(Purchaser)

in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

13. **POSSESSION OF THE DEMISED PREMISES:** Immediately upon completion of the project and obtaining occupation certificate, the Promoter shall inform the Allottee for taking the possession. The date of handing over the possession of the Unit by the Promoter to the Allottee shall be deemed to be 2 months from service of the information of completion of project and notice of possession, in case the Allottee fails to take the possession before such date.
- 13.1 If the **Allottee(s)** fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the **Allottee(s)**. The **Allottee(s)** shall be liable to pay a sum of **Rs. _____/- (Rupees _____ Only)** per month per unit as delay compensation to the **PROMOTER** for the period it delays to take over the possession. The failure to take possession shall not absolve the **Allottee(s)** of its liability to pay maintenance charges, etc., to the **PROMOTER**. The **Allottee(s)** shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.
- 13.2 However, notwithstanding the above, the Allottee shall not be entitled to demand the possession from the Promoter before making complete payment of agreed Basic Sale Consideration, Taxes, interest and other charges as per this Agreement. If the Buyer / Allottee defaults in the payment of the Instalments upon the construction milestones, then the Buyer /Allottee shall not be entitled to enforce the time line of completion of the construction.
- 13.3 On obtaining certificate for occupation and use by the Competent Authorities, the Promoter shall hand over the demised premises to the Allottee for his occupation and use and subject to the Allottee having complied with all the terms and conditions of Agreement to Sell.
- 13.4 Possession of the Allottee- After obtaining the completion certificate and handing over physical possession of the Demised Premises to the Allottee, it shall be the responsibility of the Promoter to handover the

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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.

14. **DISCLOSURE:** That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc. Although he shall have the right to inspect the construction at reasonable time but shall not be entitled to make any claims against the Promoter in respect of the construction work after taking the possession of the Apartment/unit.
15. That the Promoter has, under normal conditions, completed the complex, as per plans designs and specifications seen and accepted by the Allottee with such additions, alteration, deletions and modification in the layout and building plans including the number of floors, as the Promoter has considered necessary or may be required by any competent Authority to be made in them or any of them while sanctioning the building plans or at any time thereafter.
16. **COMPENSATION** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Demised Premises in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a

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

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

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

17. **TAXES & LEVIES:** That in addition to the Sale/Purchase consideration of the Apartment/unit, the Allottee shall bear all taxes, levies or assessments including lease money whether levied before or leviable now or in future on the Land and the Complex as the case may be, falling due from the date of execution of this Agreement. The Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Apartment/unit and for execution and registration of Sale Deed or for transfer or Conveyance in relation to the Apartment/unit.

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- 17.1 That so long as each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, such apportionment shall be made by the Promoter or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment, interest shall be levied on such due amount at the prescribed under the act..
- 17.2 That in the event of any amount being payable by the Promoter by way of any statutory tax or levy to any competent authority in respect of such portions of the Project and/or the Building which shall continue to be owned and possessed by the Promoter for the common benefit of all the Allottees of the different Flats of the Project and/or the building, then all such taxes and levies on such portions of the Project and/or the Building, as the case may be, shall be divided amongst all the Allottees in the ratio of their respective built up areas of the Flats held by them. The Allottee(s) shall reimburse the Promoter regarding such statutory taxes or levies in proportion of the built up area of the Flat purchased by it. In case of any delayed payment, interest at the rate specified under the act and Rule made thereunder.
18. Save and except the ownership rights in respect of the said premises hereby agreed to be sold by the Promoter to the Purchaser, the Purchaser shall have no claim, title or interest of any nature or kind except the right of use and enjoyment of common areas and the right of ingress and egress over or in respect of any of the areas, such as lobbies staircases, lifts, corridors, terraces and roof etc., or any other property, movable or immovable or any part thereof whatsoever in the said Building.
19. That, the right to use and occupy the Apartment/unit by the Allottee shall be in accordance with and subject to and subordinate in all respects to the legal provisions and the bye-laws of the State of Rajasthan and to such other regulations as the Promoter may from time to time promulgate including terms and conditions of the Lease Deed issued by Jaipur Development Authority. The Allottee shall have undivided proportionate right in the scheduled land, subject to terms

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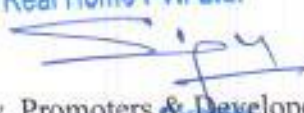
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and conditions of this agreement & terms and conditions of the Booking form which shall be treated as part of the agreement.

20. That the Promoter alone shall be entitled to obtain any refund of the security amounts deposited by it during the construction of the Project and/or the Building.
21. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**
The Promoter hereby represents and warrants to the Allottee(s) as follows:
- 21.1 The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 21.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 21.3 **FUNDING:** The Allottee hereby authorizes and permits the Promoter to raise finance/loan from any financial institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of Project Land/ Project/ Demised Premises subject to the condition that the Demised Premises shall be free from all encumbrances at the time of execution of conveyance deed. The Promoter/Financial Institution/Bank shall always have the first charge on the Demised Premises for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Promoter for the purpose of the construction of the said Project/Complex.
- 21.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit; (In case litigation, give details)
- 21.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- 21.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

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- 21.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 21.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- 21.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- 21.10 No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
22. **PARKING:** That, as per applicable building bye-laws "Promoter" has made provision for open and covered parking of car in the stilt of Project.
23. **CONVEYANCE DEED:** The Promoter shall prepare and execute along with the Allottee(s) conveyance deed to convey the title of the Demised Premises in favour of the Allottee only after receiving full payment of the total consideration of the Demised Premises allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments , stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Promoter from time to time prior to the execution of the conveyance deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorize the Promoter to withhold the registration of the conveyance deed in his/her favour till full and final settlement of all dues to the Promoter is made by the Allottee and agrees to bear the consequences.
24. **STAMP DUTY AND REGISTRATION:** That the Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Demised Premises and for execution and registration of sale deed and/or for transfer or Conveyance in relation to the Demised Premises. In the event of any

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amount being payable by the Promoter by way of any statutory tax, levy and one time lease money to any competent authority in respect of the entire Scheduled Property then all such taxes, levies and one time lease money shall be divided amongst all the allottees/purchasers in the ratio of their respective areas of the units held by them. The Allottee shall reimburse the Promoter regarding such statutory taxes or levies in proportion of the area of the Demised Premises agreed to be purchased by it, within a month of such payment by the Promoter. The Allottee shall be liable to pay interest at the rate specified under the act and Rule made thereunder ..

25. **INDEMNIFICATION:** That the Allottee hereby indemnifies and agrees to keep the Promoter indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Promoter may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Allottee in respect of the Apartment/unit from the date of possession.
26. **DEFECT LIABILITY :** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
27. That the Allottee undertakes not to sub-divide or merge the Apartment/unit. In case the Allottee transfers, mortgages, leases, lets out or assigns the interest in, the Apartment/unit, it shall give prior written notice of 30 days to the Promoter and such transfer, mortgage, assignment and lease shall be subject to the condition that the subsequent Allottee, transferee, assignee, mortgagee, lessee or tenant of the Allottee shall be bound and liable to observe, perform and to carry out all the terms, conditions and obligations to be observed and performed under this Agreement on the part of the Allottee. However, the Allottee can exercise this right only if any dues of whatsoever nature owing to the Promoter/ Service Company or payable hereunder are fully paid up and a No Objection Certificate is obtained from Promoter/Service Company and the Allottee has not been guilty of

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breach of or noncompliance with any of the terms and conditions of this Agreement. The Promoter/Service Company or their nominee(s) shall be entitled to enforce all terms and conditions of this Agreement against any person/entity who has been inducted in the Flat hereby sold to the Allottee, irrespective of the fact whether such entry in the Flat is permissive or hostile.

28. **BINDING EFFECT :** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
29. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
30. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.
31. **RIGHT TO USE:** That save and except the ownership rights in respect of the Demised Premises and the right to use and enjoyment of

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Common Areas/facilities like lift, corridor and the right of ingress and egress over or in respect of any of the Common Areas, such as lobbies, staircases, corridors etc. or any part thereof, the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever in the Project which shall always remain the absolute property of the Promoter until the Promoter specifically transfer or assign any/all such right(s) or title to any other person(s) or agency.

32. **INTERIOR ADAPTION:** That, if the Allottee intends to carry out the interior adaptations and interior works in the Apartment/unit and seeks permission thereof, the Promoter may permit the same subject to the following conditions.
 - 32.1 Further payments due under the Agreement towards security deposit, maintenance charges, etc., are regularly and punctually paid and if any amount payable is in arrears and remains unpaid for a period of thirty (30) days or more after the same has been due or if the Allottee omits to perform and observe any covenant or condition to be performed and observed on the part of the Allottee and continues to do so for a period of thirty (30) days, the Promoter shall have the right to cause the Allottee to specifically perform its obligations under this Agreement and/or to claim damages from the Allottee. Such rights of the Promoter shall be without prejudice to the other rights/remedies available to the Promoter under this Agreement or under the applicable laws. The Promoter/Service company may discontinue any service/amenities to the Allottee(s) until such due payment with relevant rate of interest has been recovered from the Allottee(s). The discontinuation of such amenities/ facilities shall also not discharge the Allottee(s) from these liabilities and same shall be recoverable from him.
 - 32.2 The work of interior adaptation undertaken by the Allottee shall not obstruct or affect the interior work being done by any other Allottee(s) of the Project and/or the Building or cause any nuisance of any kind, which may be objectionable to the Promoter, or any other Allottee(s) of Flat(s) and area(s) in the Project and/or Building. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Promoter/Service Company, the Promoter/Service Company shall have the right to cancel the permission forthwith.
 - 32.3 The Allottee shall ensure complete safety of material and the equipment kept in the Apartment/unit, to be used or useable in the interior works undertaken by the Allottee and the Promoter/Service Company shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/Service Company shall not be liable for any accident or injury

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- caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself /themselves. The Allottee shall indemnify and keep the Promoter/Service Company harmless against all such claims or liabilities.
- 32.4 That Allottee shall be permitted to carry out at his/her own cost but without damaging the main structure of the Apartment/unit as well as false ceiling/ sprinkler system/ smoke detectors provided inside the premises, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax, etc., would be the allotted responsibility of the Allottee.
- 32.5 The Allottee shall comply with all directions/requirements, as stipulated by the Promoter/Service Company or its authorized staff while carrying out the interiors in the Apartment/unit.
- 32.6 The Allottee shall not damage or cause any harm to the structures in the Apartment/unit or any part thereof in the process of carrying out the interiors and in case of any such damage, the Allottee shall be liable to compensate the Promoter/Service Company.
33. That, the Allottee has agreed and understood:
- 33.1 **CLUB HOUSE FACILITIES:** The PROMOTER has/ shall design a club house with facilities consisting of pool, health club gymnasium, etc. The club house shall be run and maintained exclusively by the MAINTENANCE AGENCY. The MAINTENANCE AGENCY shall be entitled to make the rules and regulations for use of club facilities and the ALLOTTEE undertakes to abide by such rules and regulations. The ALLOTTEE shall be entitled to use the Club House subject to payment of operation charges, usage charges etc. in respect of the Club House as decided by the MAINTENANCE AGENCY from time to time along with applicable taxes and subject to the terms and conditions of the Sale Deed executed in favour of the Allottee and the bye-laws of Club House. Any ALLOTTEE being a defaulter in terms of paying usage charges/ maintenance charges against the services availed in the club house shall not be allowed to use the services and facilities of the club

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house and the decision of MAINTENACE AGENCY shall be final in such an event.

33.2 SIGNAGE: The Promoter shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Building/Complex, and common area and use such open, free space for brand promotion etc. The Allottee shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within and/or outside the Building/Complex.

33.3 EASEMENTARY RIGHTS: The Promoter shall be entitled to connect the electric, water, sanitary, drainage fittings etc. on additional structure/stores with the existing, electric, water, sanitary, drainage sources etc. at its own cost. The Allottee shall not be entitled to raise any objection or claim any deduction in price of the Apartment/unit or claim any compensation on the grounds of inconvenience or any other cause whatsoever or use of the common facilities whatever has been provided in the Building/Complex. In this event, the impartible undivided proportionate share in the common expenses in term of this Agreement shall stand automatically changed and varied proportionately.

34. That the Allottee has agreed and understood that:

34.1 USE: That the said ownership rights in the Apartment/unit shall be sold to the Allottee only for the specified purpose of being used as residential flat subject to the specific condition that the Allottee shall have no right to use the Apartment/unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the Apartment/unit for the purpose other than that for which the Apartment/unit is being sold to him. In the 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's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.

34.2 NUISANCE: The Allottee shall not use the Apartment/unit for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other flats in the Building/Complex or the owners or occupiers of neighboring properties or to crowd the lifts.

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- 34.3 The Allottee hereby agrees not to do or suffer anything to be done in or about the Apartment/unit which may tend to cause damages to any flooring or ceiling or any space over/below or adjacent to the Apartment/unit or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use. The Allottee also agrees not to deface the premises by any means.
- 34.4 The Allottee shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the Building/Complex or any part thereof. The Allottee hereby indemnifies the Promoter against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible.
- 34.5 The Allottee shall not at any time demolish the structure of the Apartment/unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the Apartment/unit or any part thereof.
- 34.6 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.
- 34.7 The Allottee shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, lounges or any external wall or both the faces of external doors and windows of the space acquired by him, which in the opinion of Promoter differ from the colour scheme of the building. The Allottee shall have no right to make any new windows or opening or the right to make any changes in the doors, walls, windows, shutters and ventilators as may be provided in the Apartment/unit without the written consent of Promoter.
- 34.8 **SIGNBOARD:** Neither the Allottee nor the occupier of the Apartment/unit will put up any name or signboard, publicity or advertisement material, outside the Apartment/unit or anywhere in the common areas other than at the place designated/earmarked for the same by the Promoter.
- 34.9 The Allottee shall not decorate the exterior of the Apartment/unit otherwise than in the manner agreed to by the Promoter or in the

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manner as similar as may be in which the same was previously decorated.

- 34.10** The Allottee hereby agrees that he shall have no right to put or fix or store or erect any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the risk and responsibility of the Allottee. The Allottee shall be entitled to claim return of such goods, materials, packages or things from the Promoter only on payment of removal/storage charges fixed by the Promoter provided that such goods are claimed within reasonable period and after the expiry of a reasonable period, the Promoter shall have the authority to forfeit and/or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods.
- 34.11** The Allottee agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex. The Allottee shall not install any machinery, which may create sound or noise, which may in any manner cause damage or harm to the Building/Complex or any structure or portion thereof. The Allottee further agrees that the explosives/combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by him under any circumstances in the Apartment/unit. The Allottee shall not be entitled to use any oven to be lit up with fire or to use vapor lamps and /or similar appliances which may be deemed to adversely affect the electrical installation in the Building/Complex.
- 34.12** That the Allottee has agreed that from the date of execution of this Agreement he shall comply with and carry out from time to time all the requirements, requisitions, orders and demands which are to be complied with under the orders of any competent legal authority including the Service Company in respect of any matter of the Apartment/unit/Building/Complex and/or use of common areas at his own cost and keep the Promoter indemnified, secured and harmless against all cost, consequences and against all losses on account of non-compliance of the said requirements, requisitions, orders and demands and/or non-observance of the conditions of this Agreement.

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- 34.13 The Allottee shall carry out day-to-day maintenance of the Apartment/unit and fixtures and fittings installed therein including painting, polishing of interiors of the Apartment/unit at its own cost.
- 34.14 The Allottee shall not throw any rubbish or store any article or combustible goods in the common parts save to such extent and in such place or places, if any, as specified and/or permitted by the Promoter.
- 34.15 The Allottee shall not do anything whereby the other Co-Allottees are obstructed in or prevented from the enjoyment quietly and exclusively of their respective Flats and jointly of the common spaces.
- 34.16 That the entire open space of the Project and any vacant portion of the Land shall always remain in exclusive possession and control of the MAINTENANCE SOCIETY and the MAINTENANCE SOCIETY alone shall be entitled to use or regulate the use of the said open space or vacant portion of the Land or cause any development thereof in such manner as they may decide from time to time at their sole discretion.
- 34.17 That the Allottee shall permit the Promoter/ Service Company or its nominee and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/unit or any part thereof of view and examine the state and conditions thereof and the Allottee agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/ Service Company to the Allottee, and also for repairing of any part of the Building/Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition of all service drains pipes, cables, water course, gutters, wires, part structures or to their convenience belonging to or serving or used for the Building/Complex and also for the propose of laying, maintaining, repairing and restoring drainage and water pipe, electric wires, cables and for similar purpose.

35. **ELECTRICITY CONNECTION:**

- 35.1 That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and

For Shiv Shakti Real Home Pvt. Ltd.

(Auth. Signatory, Promoters & Developers)
Director

(Purchaser)

- shall be reimbursed to the Promoter if the same is incurred by the Promoter. The Purchaser shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.
- 35.2 The Buyer has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- 35.3 The Buyer will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Buyer shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- 35.4 Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Buyer in proportion to the area of the Said Premises as per demand by the Promoter /Society.
- 35.5 If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Owner/Promoter /Society, additional fire safety measures are undertaken, then the Buyer shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Owner/Promoter /Society, which shall be final and binding on the Buyer.
36. **WATER CONNECTION:** The Promoter has already constructed a tube well for water supply in the units of said residential project. In case of failure of tube well after handing over possession of the premises, the occupants or the Maintenance Agency will get new tube well constructed or will make alternative arrangements through Government/PHED & or any other proper agency. The cost of obtaining the water connection from the Government/PHED shall be exclusively borne by the Unit Holders in proportion to their Built up area to the entire built up area of the Project. Water connection from the PHED line shall be responsibility of the Buyer.
37. **TELECOMMUNICATION:-** That The Buyer shall not be entitled to install any serial or other kind of connection which may damage or cause any type or harm to the Residential Project or which may destroy the aesthetic value of the Residential Project. The Promoter has already installed telephone and DTH line through BSNL and TATA SKY respectively and the buyer shall be permitted to use the same

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from the said vendors for which charges for equipments, monthly and annual rentals/charges shall be borne by the buyer itself. For any other service provider the Buyer shall manage and incur at its own cost the entire cost and risk of installation.

38. **NAME OF THE PROJECT:** That, the Project/Complex shall always be known as "Shankara Residency (Auric Residency)" and the name of the Project/Complex shall not be changed except with the consent of the Promoter.
39. That the Allottee hereby covenants with the Promoter to pay from time to time all the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the terms and conditions contained in the Agreement and to keep the Promoter and its agents and respective estates and effect, indemnified and harmless against the payments under this Agreement and observance and performance of the terms and conditions mentioned herein and also against any loss or damages that the Promoter may suffer as a result of non-observance or non performance of the said terms and conditions, except in so far as the same are to be reserved and performed by the Promoter. The timely payment by the Allottee shall be essence of the agreement.
40. That subject to timely payment of all & any amounts and dues under this Agreement and performance of the terms of the Agreement and stipulations on the part of the Allottee herein contained, the Allottee shall peacefully hold and enjoy the Apartment/unit without any interruption by any person rightfully claiming under or in trust for the Promoter.
41. That in all the matters not hereby specifically provided, the decision of the Promoter shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of common amenities, services and facilities at the said Project and/or Building or generally in relation to matters of upkeep and maintenance of the Project and/or Building, the decision of Promoter/Service Company in that respect shall be final and binding on Allottee.
42. **MAINTENANCE AGENCY:** That the Promoter shall hand over the common areas to the maintenance agency with the main object to take over from the Promoter, the responsibility of maintenance of common

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areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Purchaser agrees and undertakes that he shall abide by and comply with the bye-laws and rules and regulations of such maintenance agency. After the Promoter hands over the management/ maintenance of the common areas to the Agency then it shall be the sole responsibility of the Agency, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Purchaser and from all other parties and the Purchaser agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Purchaser and from all other parties and other dues to the Agency from time to time regularly.

- 42.1 The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Purchaser agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.
- 42.2 The PURCHASER agrees that:
- a) The PURCHASER shall pay to the "Maintenance Agency" common area maintenance charges ("CAM Charges") as fixed by the "Maintenance Agency" against the cost of expenses borne towards the up keep and maintenance of Common Areas and facilities.
 - b) The PURCHASER shall be required to pay the CAM Charges even if the Demised remains unoccupied during the relevant month. The CAM Charges shall be charged on built-up area of the Demised Premises from the date as conveyed by the Promoter/"Maintenance Agency". The minimum monthly CAM Charges shall be computed at the rate per square feet per month plus service tax in respect of the built-up area of the Flat, which shall be intimated to the PURCHASER in due course. The "Maintenance Agency" shall raise a monthly invoice at specified rate per sq. ft. per month plus service tax for the built-up area occupied by the resident /occupant towards Common Area maintenance. The said CAM Charges shall be paid by the PURCHASER within seven (7) days of receipt of invoice/bill/debit note, failing which interest shall be charged at the rate prescribed under the Act. In the event of default in payment in committed by the PURCHASER in timely payment for the second consecutive month along with interest and arrears of previous

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month, the "Maintenance Agency" or its nominee shall be entitled to appropriate action in such regard. This shall be without prejudice to the rights reserved by PROMOTER / "Maintenance Agency" under this Agreement or any other law in force. However "Maintenance Agency" shall not collect or charge the common area maintenance charges of the unsold space belongs to the PROMOTER.

- c) The PURCHASER agrees that the CAM Charges have been fixed in the context of the present expenses being incurred in maintaining the said Project. The PURCHASER agrees to pay the enhanced rates in future against these CAM charges due to increase/ escalation in the input cost incurred in the maintenance of the Project. It is agreed by the Purchaser that the "Maintenance Agency" shall have the sole right to revise the per sq. ft rate of the CAM Charges as aforementioned if there is any increase of input in the cost component and the decision of "Maintenance Agency" in this regard shall be final. The PURCHASER hereby agrees to pay the revise rate per sq. ft. without any dispute.
- d) The PROMOTER shall carry on the work of maintenance of the Common Areas till such work of maintenance is handed over to the "Maintenance Agency" by the PROMOTER.
- e) The PURCHASER shall be liable to pay charges on pro-rata basis, as may be determined by PROMOTER/ "Maintenance Agency" or its nominee for maintaining various services and facilities in the exterior of the boundary wall where the Project is situated until the maintenance thereof is handed over to a local body or civil authority, which shall thereafter maintain the same.
- f) The contents of Demised Premises shall be got insured by the PURCHASER at his/her own cost. The PURCHASER shall not do or permit to be done any act or thing which may render void or voidable insurance of the Demised Premises or any part of the Project or cause increase in premium payable in respect thereof.
- g) All sums assessed by the "Maintenance Agency" and remaining unpaid by the PURCHASER or occupant inducted by him/her shall constitute a charge on the Demised Premises. The PURCHASER shall comply with the decisions and resolutions of the "Maintenance Agency" or its representatives and failure to comply with the same shall empower the "Maintenance Agency" or any person nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the PURCHASER / occupant from using and utilizing Common Areas and facilities and simultaneously obtain, if so required, injunctive relief against such PURCHASER / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air-conditioning, etc., shall not

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- absolve the PURCHASER/occupant inducted by him of his/her liability to pay the CAM charges to the "Maintenance Agency".
- 42.3 The purchaser along with other purchaser/occupants of various other units in the building shall be governed by the rules and regulations as described in the maintenance agreement/occupants hand book prepared by the Promoter/society/FMC and the same has been delivered to Purchaser.
- 42.4 That both the parties have irrevocably agreed upon that for the purpose of getting technical know-how & experience services for the maintenance work, shall assign their maintenance work to the "Facility Management Company", which have their expertise or any other agency under the prior written consent of the Promoter/ builder, whose goodwill and reputation for well maintenance of the Property is being involved therein. That the Promoter/ FMC/ maintenance agency will be entitled to charge any additional amount from all or any particular member keeping extra ordinary use and enjoyment of common area and common services by any such member or any other person / persons and which may necessitates any additional expenses for maintenance of common area and common services. The FMC/ maintenance agency will also be entitled to charge any separate amount for any common service to be provided to the purchaser and / or occupiers of the said unit as per its bye-laws or as per rate fixed by the FMC.
- 42.5 Entire maintenance upkeep and preservation of the said Building, operation of the common services and management of common areas therein shall be done by the Promoter/Maintenance Agency or its nominee. For this purpose the Purchaser will pay the Promoter/Maintenance Agency or its nominee, the monthly maintenance charges.
- 42.6 The Purchaser agrees to pay monthly maintenance charges as per the rules & regulations of the maintenance agency formed by the Promoter for entire maintenance, upkeep and preservation of the said Building, operation of the common services and management of common areas of the Project. The aforesaid rates for maintenance will be decided in the context of prices of the materials, commodities and services and official levies, fees etc. The Purchaser further specifically agrees that the decision of the Promoter or its nominee or maintenance agency will be final in this regard.
43. **ASSIGNMENT:** That if the Allottee wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of applicable transfer fee. Such Transfer will be done

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only after 95 % payment of Basic Sale Consideration. Any transfer to grandmother, grandfather, father, mother, sister, wife, son, daughter, grandson and grand-daughter shall be exempted from the transfer fee. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

44. That the Promoter shall be free to assign any/all of its rights under this Agreement and rights in respect of the Project and/or the Building and the Land to any other person/entity ("Assignee") and the Allottee shall not be entitled to object the same in any circumstance. With effect from the date of such assignment by the Promoter, the term Promoter in this Agreement for all purposes shall mean the Assignee.
45. That, the Allottee and the persons to whom the Apartment/unit or part thereof is let, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/ or its nominee may ask it to do from time to time.
46. That the Allottee agrees to comply the requirements of any law relating to residential flats which might be enacted in Rajasthan and also agrees to abide by the scheme/guidelines/rules framed by the Promoter or any other authority in this regard.
47. That the Apartment/unit are a part of the Building/Complex and it is in the interest of the Allottee/ occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Apartment/unit/ Complex, including the Common Areas and to give an effective hand to the Promoter/ Service Company or its nominee to deal with such unlawful entrants/peddlers, etc. and also to enable the Promoter/ Service Company or its nominee and lawful occupants of the various premises in general, to deal more effectively with the security of the Apartment/unit/Complex and maintenance of order therein, the entry be regulated. For this purpose, the Allottee agrees that the Promoter/Service Company or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the Complex will be at liberty to call upon the Allottee/lawful/tenant/occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her

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premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Promoter /Service Company or its nominee.

48. That, this Agreement is the only agreement to sell for the Apartment/unit to the Allottee and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Promoter after the date of execution of this Agreement.
49. That, the Promoter and its nominees shall have the first lien and charge on the Flat in the event of the Allottee parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the Allottee to the Promoter under this Agreement.
50. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
51. **NOTICES:** All letters, receipts, and/or notices issued by the Promoter or its nominee and dispatched under certificate of posting to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectively discharge the Promoter/ nominee.
52. **JOINT ALLOTTEE:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

For Shiv Shakti Real Home Pvt. Ltd.



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(Purchaser)

53. **NRI ALLOTTEES:** The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 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.
54. The Promoter accepts no responsibility in regard to matters specified above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Demised Premises apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.
55. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be considered as waiver on the part of the Promoter of any breach or noncompliance of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.
56. That the Allottee shall not demand partition of his interest in the Land and building and any part thereof. It is hereby agreed and declared by the Allottee that his interest in the Land and the building is undivided, impartible and it is agreed that the Promoter shall not be liable to execute any assignment or any other document in respect of the exact undivided impartible underneath share of the Allottee in the Land. The

For Shiv Snakli


 Director

(Auth. Signatory, Promoters & Developers)

(Purchaser)

ownership of all the Common Parts/Common Spaces/Common Areas as described in the '**Schedule 4**' of this Agreement shall remain common amongst owners, Allottee and time being owners and occupiers of the said Complex. Any of such parties shall not be entitled to claim partition or sub-division of the Common Parts and Common Areas of the Complex.

57. Nothing contained in these presents shall be construed to confer upon the Allottee any right, title or interest of any kind whatsoever in, to or over the said premises or common areas. Such conferment shall take place only upon the execution of sale deed in favour of the Allottee. That the Premises shall be used only as per its earmarked use, as provided above in Clause (1) and strictly in accordance with the use permitted in the building plans approved by Jaipur Development Authority.
58. **JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
59. **ALTERNATE DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Party to the First Part shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.
60. **STAMP DUTY & REGISTRATION:** That, the registration charges and stamp duty in respect of this Agreement shall be borne by the Allottee(s).

For Shiv Shakti Real Home Pvt. Ltd.



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(Purchaser)

61. That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
62. That all annexures and Schedules annexed with Agreement are integral part of this Agreement.

SCHEDULE - 1
DESCRIPTION OF THE BUYER/ ALLOTTEE

Mr./Mrs./Ms _____

Son/Daughter/Wife _____

of _____

aged _____

about _____

years _____

r/o _____

Plot _____

No. _____

Income _____

Tax _____

Permanent _____

Account _____

No. _____

(PAN) _____

JOINTLY WITH

Mr./Mrs./Ms. _____

Son/Daughter/

Wife _____

Age _____

Profession _____

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

Origin _____

Income _____

Tax _____

Permanent _____

Account _____

No. _____

Ward/Circle _____

and _____

place _____

where _____

assessed _____

to _____

Income Tax _____

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

[Hereinafter jointly and severally referred to as the "**ALLOTTEE(s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal

Please affix your
Photograph here
and sign
Across the
photograph

Please affix your
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and sign
Across the
photograph

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Director

(Purchaser)

representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)]

OR

M/s. _____ a
partnership firm duly registered under the Indian Partnership Act, 1932,
having _____ its _____ office _____ at

_____, through its partner authorized by resolution dated
_____ Shri _____ / _____ Smt.

_____ [hereinafter referred to as
the "**ALLOTTEE(s)**" which expression shall unless repugnant to the
context or meaning thereof be deemed to include all the partners of the
partnership firm and their legal heir(s), legal representative(s),
administrator(s), executor(s), successor(s) and permitted assign(s)].

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

OR

M/s.

_____ a
Company registered under the Companies Act 1956, having its
registered _____ office _____ at

_____, through its
duly _____ authorized _____ signatory _____ Shri _____ / _____ Smt.

_____ authorized by Board Resolution
dated _____ [hereinafter referred

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

Income Tax Permanent Account No. _____

SCHEDULE 2

PART A

DESCRIPTION OF PROJECT LAND

All _____ land _____ of _____ Plot _____ situated _____ at
_____ having total area 8880.00 Sq. Mtr. has
been allotted to owner by Jaipur Development Authority vide letter no.
_____ dated _____ dimensional measurement:

East to West towards North side: _____ meter

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(Purchaser)

East to West towards South Side: meter
 North to South towards East Side: meter
 North to South towards West Side: meter
 and bounded & surrounded as under:-

East :

West :

North :

South :

PART B **DESCRIPTION OF BUILDING**

All that main building know as "_____ " construed on the aforesaid land of Plot situated Plot No. _____ situated at _____, Jaipur having total area _____.00 Sq. Mtr. has been allotted to owner by Jaipur Development Authority vide letter no. _____ having, Basement, Stilt Floor and First to Fourth floor and additional floor/stories in various blocks and construction to be constructed by the Builder & Developer or anybody on its behalf in future.

PART C **DESCRIPTION OF FLAT/ UNIT**

The Allottee has applied for an apartment in the Project vide application No. dated and has been allotted apartment no. having carpet area of Square feet, type, on floor in [tower/block/building] no. (Building) along with garage/covered parking no. Admeasuring Square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act

Note : Garage includes covered car parking/basement car parking/stilt car parking.

Map of Unit

SCHEDULE- 3 **TOTAL SALE CONSIDERATION**

The Total Price for the Demised Premises based on the carpet area is Rs. (in words Rupees..... only) ("Total Price")

(Give break-up and description):-

Block/ Building/ Tower no.....

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(Auth. Signatory, Promoters & Developers)
 Director

(Purchaser)

Apartment no. ... Type..... Floor.....

Rate of Apartment per square feet*

Total Price (in Rupees) -----

Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1

Price for 1 (in Rs.)

Garage/ covered parking-2

Price for 2(in Rs.)

Total price (in Rupees)

The Total Sale Consideration mentioned does not include and thus, the Buyer shall additionally bear and pay the following:

- (a) The cost of electric fixtures etc. within the Said Premises which shall be got installed by the Buyer at his/her own cost. However, the Developer has installed switches, plugs, fan, tube lights and exhaust fan in the unit.
- (b) Electric connection charges within the Said Premises & security deposit.
- (c) Service Tax & other taxes applicable (from time to time), shall be borne and paid by the buyer of the flat.
- (d) Amenities charges : Rs. _____ excluding service tax
- (e) Advance Maintenance Charges amounting to Rs. _____ excluding service tax , which shall be adjusted from the Common Area Maintenance Charges.

The Charges to be paid under head (a) to (e) are hereby known as additional charges.

SCHEDULE – 4

COMMON AREA & COMMON FACILITIES

1. Staircase on all the floors.
2. Lift well, lift, lift machine room.
3. Passage meant for common use.
4. Water pipes and other common plumbing installations from overhead/underground tank for supply of water.
5. Pump room.
6. Electrical wiring, meters and fittings (excluding those as are as installed for any particular unit).
7. Electrical Panel.

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8. Drainage and Sewers.
9. Drive Ways.
10. Lights and electrical fittings of aforesaid common areas.
11. Transformer
12. Common Toilets.
13. Tube well
14. Guard Room
15. D.G. Set for common areas
16. Boundary Wall

SCHEDULE- 5
DETAILS OF ADVANCE PAYMENT

The Buyer / Allottee/ Purchaser has paid Rs. _____ (Rupees _____ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S. NO.	Cheque No.	Dated	Amount	Service Tax	Drawn on
	TOTAL				

SCHEDULE 6
BALANCE CONSIDERATION:

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

PAYMENT SCHEDULE		
S. No.	Time of Payment	Amount Payable in % on Grand Total Sale Amount
1	Confirmation of Registration	
2	On commencement of Work	
3	On completion of Basement Roof	
4	On completion of Ground Floor Roof	

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5	2 nd Floor Roof Level	
6	4 th Floor Roof Level	
7	6 th Floor Roof Level	
8	8 th Floor Roof Level	
9	10 th Floor Roof Level	
10	12 th Floor Roof Level	
11	Completion of all slabs of Block	
12	Completion of Flooring & Plaster Work	
13	On intimation of Possession	

SCHEDULE-7

SCOPE AND MEANING OF MAINTENANCE

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, construction, decorating, re-decorating and lighting for common areas and also the outer walls of the building and parking spaces.
2. The salaries, perquisites and allowances on all persons employed for the aforesaid purposes.
3. Insurance premium for insuring the building common areas against earthquake, fire, lighting mob, damage, civil commotion etc.
4. All charges and deposits for supplies of common utilities.
5. Municipal taxes, land and building taxes and/or other taxes which are in force and/or other taxes which may be levied by the concerned authorities under any statute, rules and regulations on the land and building and common area. Apart from the above mentioned taxes any other tax which may be levied in future will be divided proportionately amongst the unit holder
6. Cost and charges of establishment for maintenance of the building and for watch the ward staff.
7. The office expenses incurred for maintaining the office for maintenance of common area.
8. All other expenses and outgoing as are deemed by the Promoter/ Maintenance Agency to be necessary of incidental and to for regulating interest and the rights of the buyers.

For Shiv Shakti Real Home Pvt. Ltd.



Director

(Auth. Signatory, Promoters & Developers)

(Purchaser)

9. Lighting and scavenging of common area such as Corridors, passages, halls, lobbies, staircases, roofs, basements, shaft and the precincts.
10. Operation and maintenance of lift.
11. Services of plumber to attend leaking pipes, cistern, choked pipes, and siphon defects etc.
12. Maintenance of the common bathrooms/toilets.
13. Horticultural work.
14. Maintenance of the fire-fighting equipments.(if any)
15. Repair and replacement of necessary, of capital goods, equipments and installations like submersible pumps, electric cables, pipes, sewer lines, water mains, main water tanks, panels, main holes etc.
16. Cleaning and up keeping of all common areas.
17. Payment of consumption expenses of Electricity, water and other consumables pertaining to common areas.
18. To pay expenses, in case any additional facility / service of common use of residents are required to be installed in proportion as may be decided by the Promoter/ Maintenance Agency.

Annexure 1

(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:

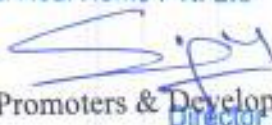
- i) **Fire Fighting Facilities-** Fire Fighting equipments/ facilities will be provided in the said project as per the NBC guidelines.
- ii) **Water Supply-** The government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's 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/power shall be supplied by JVVNL.
- v) **Sewage Treatment Plant-**The Promoter proposes/has installed on STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy. However, till such time, the Promoter shall provide a septic tank for disposal of waste
- vi)

Annexure 2

Details of Salient Features

Annexure 3

For Shiv Shakti Real Home Pvt. Ltd.



(Auth. Signatory, Promoters & Developers)

(Purchaser)

**Other External Development
Annexure 4
Specification**

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunder on the day, month and year first mentioned herein above.

SIGNED AND DELIVERED by the
within named Promoter,

SIGNED AND DELIVERED by the
within named Purchaser,

Shri _____
FOR "M/s _____"
PAN No. _____

PAN

in the presence of **Witness**

1.
Name:
S/o or D/o
R/o

2.
Name:
S/o or D/o
R/o

For Shiv Shakti Real Home Pvt. Ltd.


Director

(Auth. Signatory, Promoters & Developers)

(Purchaser)