



ALLOTMENT LETTER

Date: _____

To,

First Applicant: _____

Co-Applicant (If Any) _____ (Name only)

Sub: Letter of Allotment of Unit in a Project named as "EWS-LIG in Townone"

Dear Sir/Mam,

We are delighted to inform you that you have been allotted a Unit bearing no. against your Registration / Application ("Application Form") in our residential project named as Aspen Heights ("Project") which is being developed upon developable land admeasuring 4757 sqm situated at Village Khijuriwas, Tehsil Tizara, Dist. Alwar, Rajasthan ("Project Land") as part of the Whole Project named as TownOne ("Whole Project") in accordance with terms and conditions of said Application Form and this Allotment Letter.

1. The Details of the Unit allotted are as under:

Apartment/Unit No. _____;
Floor No. _____;
Block/Building No. _____;
Type _____;
Carpet Area: _____ sq. ft
Exclusive balcony area of _____ sq. ft.;
Built Up Area _____ sq. ft.;
Super Built Up Area _____ sq. ft.

2. The total price of the unit is Rs. _____/- (Rupees _____ only) which is the aggregate of Basic Sale Consideration and Additional Payments is as follows:

Basic Sale Consideration of Unit is Rs. _____

For VVA Developers Pvt. Ltd.

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Authorised Signatory

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Additional Payments:

Description	Amount in Rs.	Amount in Words
GST		
Administrative Charges (2% of BSP)		
Map Charges		
Lease Rent (7.11 per Sq. Ft.)		
Sewer Charges		
Total		

3. Payment Schedule:

Stage of development works and completion of Unit	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

Note:

1. Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges.
2. The Developer No.1 offers various payment plans and the Allottee(s) has the option to choose the plan he wishes to opt as per his convenience.

In addition to the Total Price, Allottee(s) shall be required to make the payment towards following:

- a) All taxes, including but not limited to Value Added Tax/ Service Tax/ GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project.
- b) Interest free maintenance security, upfront maintenance charges, documentation charges, stamp duty, registration charges, One time Lease/Ground Rent, Urban Development Tax,

For VVA Developers Pvt. Ltd.

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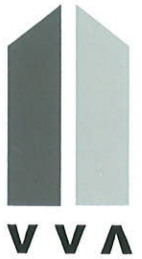
Authorised Signatory

VVA Developers Pvt Ltd.

422, Ansal Chamber-II, 6, Bhikaji Cama Place, New Delhi-110066. Ph.: +91-11-2619 5716 / 15

E-mail: info@vva.in | www.vva.in

CIN : U45400DL2007PTC162293



electricity connection charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit

- c) Interest free maintenance security is Rs. _____ payable at the time of Possession.
- d) Allottee shall sign the standard Agreement for Sale as and when requested by the Developer to do so.

GST No: _____

RERA Registration No: _____

With Regards

For _____

(Authorised signatory)

For VVA Developers Pvt. Ltd.

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Authorised Signatory

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Form-G

AGREEMENT FOR SALE

Affix colour
photograph of
Allottee/First
Allottee with
signature across
the photograph

Affix colour
photograph of
authorized
signatory of
Developer No. 1
with signature
across the

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

BY AND BETWEEN

VVA Developers Pvt. Ltd. (CIN No. U45400DL2007PTC162293), a company incorporated under the provisions of Companies Act, 1956 (PAN No. AACCV4609H), having its registered office at 422, Ansal Chamber-II, Bhikaji Cama Place, New Delhi-110066 through its Authorised Representative Mr. _____ S/o _____ R/o _____ (Aadhar No. _____) duly authorised vide board resolution dated _____ [hereinafter referred to as the "**Developer No.1**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and permitted assignee(s)];

AND

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



The "**Developer No.1**" and the "**Allottee(s)**" shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

INTERPRETATIONS/DEFINITIONS

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

- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
- b) "**APPLICABLE LAWS**" shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Affordable Housing Policy 2009, Township Policy 2010, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
- c) "**APARTMENT**" shall mean a space/unit in the Project (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes a flat and all such units or spaces intended to be used for residential purpose.
- d) "**APPROVED PLANS**" shall mean the plans and designs of the Project constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Developer No.1 and/or architect(s) in accordance with Applicable Laws.
- e) "**AUTHORITY**" shall mean the Real Estate Regulatory Authority.
- f) "**BUILDING**" shall mean the block /building no. G in the Project (defined herein below) where the Allottee(s) has been allotted his "Unit" and more particularly described in **Schedule-B**.
- g) "**CARPET AREA**" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or



verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression "**exclusive balcony or verandah area**" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

- h) **COMMON AREAS AND FACILITIES OF PROJECT:** shall mean and include Project Land and such common areas, facilities, equipments and spaces in the Project which are meant AND/OR reserved for common use and enjoyment of the occupants of the Project and more particularly detailed in the **Schedule-D** attached hereto, except as specifically excluded as per the terms of the Agreement.
- i) **"CONVEYANCE DEED"** (i) in respect of the Unit shall mean written instrument executed between the Developer No.1 and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Developer No.1 subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Facilities shall mean written instrument executed between the Developer No.1 and the Resident's Welfare Association through which the ownership of the Common Areas and Facilities is transferred in favour of Resident's Welfare Association by the Developer No.1 subject to and in accordance with the terms of this Agreement.
- j) **"EARNEST AMOUNT"** shall mean 10% of Basic Sale Consideration of Unit.
- k) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- l) **"MAINTENANCE CORPUS FUND"** shall mean interest free maintenance deposit payable by all the allottees at the time of offer of possession of Apartment towards creating corpus for the Resident's Welfare Association, which shall be utilized for maintenance of Common Areas and Facilities of the Project.
- m) **"PARA"** means Para of this Agreement;
- n) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.

- o) **"PROJECT LAND"** shall mean all that piece and parcel of the land admeasuring approx. 4757 sq. mtrs and thereabouts, situated at Village Khijuriwas, Tehsil Tizara, Dist. Alwar, Rajasthan on which the Project named "EWS-LIG in Townone", which is a part of Whole Project, is being developed and is demarcated and more particularly shown in **Part II of Schedule-A**.
- p) **"PROJECT"** shall mean an independent and standalone affordable housing project comprising of EWS/LIG units, which is being constructed and developed or will be constructed and developed upon Project Land, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, to be known as "EWS-LIG"
- q) **"REGULATION"** means regulations made under the Act;
- r) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- s) **"RESIDENT'S WELFARE ASSOCIATION or RWA"** shall mean an association or society or a co-operative society, as the case may be, of the allottees of apartments in the Project, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the management/maintenance of Common Area and Facilities of Project i.e. _____.
- t) **"SCHEDULE"** means the Schedule attached to this Agreement;
- u) **"SECTION"** means the section of the Act.
- v) **"SCHEDULED LAND"** shall mean all that piece and parcel of the land admeasuring 12.52 hectares and thereabouts, bearing khasra nos. 1346/ 1285, 1345/ 1285, 1350/ 1262, 1351/ 1262, 1360/ 333, 1361/ 333, 1362/ 333, 1363/ 333, 1377/ 334, 1378/ 334, 335, 1379/ 1244, 1380/ 1244, 1352/ 338, 1353/ 338, 1354/339, 1355/ 339, 1356/ 340, 1357/ 340, 1358/ 340, 1359/ 340, 1375/ 341, 1376/ 341, 1388/ 1252 and 1389/ 1252 and situated at Village Khijuriwas, Tehsil Tizara, Dist. Alwar, Rajasthan on which the Whole Project named "Town One", is being developed and is demarcated and more particularly shown in **Part I of Schedule-A**.
- w) **"UNIT"** shall have the meaning ascribed in Clause Q.
- x) **"WHOLE PROJECT"** shall mean a residential cum commercial real estate project envisaged by the Developer No.1, comprising of various stand alone real estate projects, to be developed upon Scheduled Land, out of which the Developer No.1 have commenced development of "EWS-LIG", on the Project Land, comprising of EWS and

LIG units, to be developed in compliance with Applicable Laws, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws and whole project is known as “**Town One**”.

- y) “**LAND OWNERS**” shall mean, 1. Leela Ram S/o Mam Chand, 2. Bhana Ram S/o Mam Chand, 3. Khairati Lal S/o Changa Ram, 4. Dharam Chand S/o Tara Chand, 5. Ram Avtar S/o Tara Chand, 6. Nihal Singh S/o Tara Chand, 7. Virendra Kumar S/o Tara Chand, 8. Dharmendra Yadav S/o Tara Chand, all resident of Village Khijuriwas, Tehsil Tizara, distt. Alwar, Rajasthan, as mentioned in the Lease deed executed between Urban Improvement Trust (UIT), Bhiwadi.

II. 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 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE DEVELOPER NO.1 DECLARES THAT:

- A. Land Owners being the joint and absolute owners of land bearing Khasra No. 1346/ 1285, 1345/ 1285, 1350/ 1262, 1351/ 1262, 1360/ 333, 1361/ 333, 1362/ 333, 1363/ 333, 1377/ 334, 1378/ 334, 335, 1379/ 1244, 1380/ 1244, 1352/ 338, 1353/ 338, 1354/339, 1355/ 339, 1356/ 340, 1357/ 340, 1358/ 340, 1359/ 340, 1375/ 341, 1376/ 341, 1388/ 1252 and 1389/ 1252 admeasuring 12.52 Hectare situated at Village Khijuriwas, Tehsil Tizara, District Alwar, Rajasthan, entered into a development agreement dated 28.07.2012 with the Developer No.1, and the same was further supplemented/amended by the Land Owners and Developer No.1 by executing a supplementary agreement dated 29.05.2013 (Development Agreement dated 28.7.2012 and Supplementary Agreement dated 29.05.2013 shall collectively be referred to as “*Development Agreement*”), for development and construction of a real estate project on the said land admeasuring 12.52 hectares.
- B. The Land Owners had jointly executed a power of attorney dated 27.07.2012 in favour of the director of the Developer No.1, Mr. Vivek Jain which was registered with office of Sub-Registrar Bhiwadi, Alwar, on 27.07.2012 at Book No. 4, at Volume No. 20 on Page No. 168 at Serial No. 2012000168 and at additional Book no. 4, Volume no. 43 at Page no. 474 to 479 (“*Power of Attorney*”), authorizing to do all the works in respect of the said land admeasuring 12.52 hectares, including conversion of said land and obtaining patta, development of the a real estate project upon the said land, to do all other works on behalf of the Land Owners for the purpose of development and sale of a

real estate project upon the said land etc. Accordingly, the Mr. Vivek Jain is duly authorised to execute required Agreement on behalf of the Land Owners.

- C. Pursuant to the Development Agreement, the Land Owners with the assistance of Developer No.1 undertook the conversion of the above mentioned agricultural land to non-agricultural use under the provisions of Section 90-A of Rajasthan Land Revenue Act and accordingly Office of Secretary, Urban Improvement Trust, Bhiwadi ("**UIT, Bhiwadi**") vide order dated 21.01.2013 bearing no. 268-88/13, case no 23/12 year 2012 granted the required permission. After the conversion, old khasra no's. were changed in the revenue records and accordingly the land admeasuring 12.52 hectares situated at Village Khijuriwas, Tehsil Tizara, District Alwar, Rajasthan bears new khasra nos. being 1346/ 1285, 1345/ 1285, 1350/ 1262, 1351/ 1262, 1360/ 333, 1361/ 333, 1362/ 333, 1363/ 333, 1377/ 334, 1378/ 334, 335, 1379/ 1244, 1380/ 1244, 1352/ 338, 1353/ 338, 1354/339, 1355/ 339, 1356/ 340, 1357/ 340, 1358/ 340, 1359/ 340, 1375/ 341, 1376/ 341, 1388/ 1252 and 1389/ 1252 (more particularly detailed in **Part-I of Schedule A** attached hereto and hereinafter referred as "**Scheduled Land**").
- D. Thereafter, a single Patta (lease deed for 99 years) was issued by Secretary, UIT Bhiwadi, in respect of Scheduled Land, on 31-07-2013 in favour of Land Owner, which was registered with office of Sub-Registrar Bhiwadi, Alwar, on 05.08.2013 at Book No. 1, at Volume No. 416 on Page No. 35 at Serial No. 2013004035 and at additional Book no. 1, Volume no. 1410 at Page no. 293 to 302.
- E. Accordingly, Land Owners became joint and absolute owners of the Scheduled Land and have legal title to the Scheduled Land with legally valid documents.
- F. Pursuant to the Development Agreement and Power of Attorney, keeping in view the large size of the Scheduled Land, the Developer No.1 envisaged and planned the layout for the complete Scheduled Land in such a manner that different standalone real estate projects could be developed on different parcels of Scheduled Land and got the layout for the complete Scheduled Land approved from UIT, Bhiwadi. However, in accordance with the Building Bye- Laws and Affordable Housing Policy 2009 as framed by the Government of Rajasthan, as amended from time to time, and in the terms of the sanction and the bilateral agreement executed with the Government of Rajasthan, Developer No.1 are required to reserve 5% of FAR area in group housing projects for EWS/LIG category. Therefore, in compliance of said norms of the Government, the Developer No.1 commenced the development of the Project, comprising of EWS and LIG units upon the Project Land (more clearly defined in the layout plan of the **Part II of Schedule-A**) in accordance with the Applicable Law. The location details of the Project being developed upon Project Land is fully described in **Part II of Schedule-A**. However, the Developer No.1 have clearly explained and the Allottee(s) has understood that the allottees of



Apartments in the Project shall not have any right, title or any of any nature whatsoever in any part of the Whole Project, except the Project and the common roads for entry and exit from the Whole Project.

- G. However, keeping in view the size of the real estate project to be developed upon complete Scheduled Land, the Developer No.1, Land Owner through their Power of Attorney Holder and M/s City Lifespaces Pvt. Ltd.[CIN U45204DL2012PTC234067], a company incorporated under the provisions of Companies Act, 1956 (PAN No. AAEECC7880K), and having its registered office at 914, 9th Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi-110001(hereinafter to be referred as "Developer No.2") entered into a joint development agreement dated 12.04.2017 ("**Joint Development Agreement**") in respect of the Whole Project, whereby, the Parties jointly decided their respective rights and obligations. As per the said Joint Development Agreement, the Developer No.1 is entitled to sell and receive consideration and other charges in respect of sale of apartments.
- H. The Project Land is free from all encumbrances and is earmarked for the purpose of development of a group housing project, comprising of tower/block no. "G" to be known as "EWS-LIG", to be developed for economic weaker section ("**EWS**") and lower income group ("**LIG**") in compliance of Affordable Housing Policy 2009 of Government of Rajasthan.
- A. The Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on date _____ and the Project's registration certificate no. is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Developer No.1 and the Project are also available on the website (www.rra.delhi.gov.in) of the Authority.
- B. The following approvals and sanctions have been obtained in respect of the Project:
- Site Layout Plan of the Project has been approved, as a part of site layout plan of Whole Project, which was approved by Urban Improvement Trust (UIT), Bhiwadi vide its Letter No 10695-96/13 dated 20.12.2013. A copy of the Site Layout Plan of Project (highlighted in ____ colour) is enclosed herewith and marked as **Annexure- I**.
 - Approval of the Project, as a part of Whole Project, and permission of buildings construction upto 48.5 (S+45) meters height under the relevant legal provisions has been accorded vide Letter No. P3(348) UDH / 3 / 2013 dated 03.12.2013.

- iii. Temporary fire NOC for the Whole Project has been accorded by the Office of Chief Fire Officer *vide letter* no. FIRE/2013/1564 dated 31.12.2013.
 - iv. Environmental clearance from the department concerned has been obtained for the Whole Project *vide letter* no. F1 (4)/SEIAA/SEAC-Raj/Sectt/Project/Cat. 8(a),B2(636)/13-14 dated 30.04.2014.
- C. The Developer No.1 agree and undertake that they shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- D. The Developer No.1 and Developer No.2 have conceived a detailed plan of development works to be executed in the Project. Details of the plan of Development Works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-E**
- E. The details of salient features of the Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule-F** attached hereto.
- F. The details of external development works to be taken for the Project have been specifically provided in **Schedule-G** attached hereto.
- G. The details of specifications of material used/to be used in construction of the Project have been specifically provided in **Schedule-I** attached hereto.
- H. The stage wise time schedule for completion of the Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule-J** attached hereto.
- I. A separate account in Bhiwadi branch of HDFC Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act has been opened.

- J. The Developer No.1 is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Land Owners regarding the Project Land on which the Project is being developed have been completed.
- K. The Allottee(s), being aware of the Project and details given above about the Project, has applied for allotment and purchase of an Apartment in the Project to the concerned local authority as per the Applicable Laws. The Allottee(s) has also deposited amount of Rs. _____ (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement as per terms and conditions of this Agreement.
- L. As per the list of allottees provided by the UIT, Bhiwadi, the Developer No.1 have allotted following Apartment in the Building to the Allottee(s):
- (i) Apartment/Unit No. _____;
 - (ii) Floor No. _____;
 - (iii) Block/Building No. _____;
 - (iv) Carpet Area: _____ sq. ft and exclusive balcony area of _____ sq. ft.;
 - (v) Built-up Area: _____;
 - (vi) Super Built Up Area _____ sq. ft.;
- and pro rata share in the Common Areas and Facilities of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure- II** and more particularly described in the **Schedule-C** attached herewith and hereinafter referred to as the "**Unit**").
- M. The details of floor plan of the Unit and Building is given in **Schedule-L**.
- N. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer No.1 hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, Developer No.1 hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.

1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of Super Built Up Area including consideration for exclusive balcony (hereinafter referred to as "**Basic Sale Consideration of Unit**").

1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay taxes, charges, deposits, etc. (hereinafter referred to as "**Additional Payments**"):

GST: Rs. _____/- (Rupees _____ only);

Administrative Charges (2% of BSP): _____

Map Charges: _____

Lease Rent (7.11 per Sq. Ft.): _____

Sewer Charges: _____

1.4 The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall hereinafter be referred to as "**Total Payable Amount**".

1.5 The Total Payable Amount above includes the booking amount paid by the Allottee(s) to Developer No.1 towards the Unit and proportionate cost of fire fighting and fire safety equipment as required under existing regulations. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.

1.6 The Total Payable Amount above includes existing taxes (comprising of taxes paid or payable by Developer No.1 by way of GST, cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called), till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities of the Project to the Resident's Welfare Association. However, the Total Payable Amount does not include stamp duty, registration charges and any other charges

applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, electricity connection charges, UD Tax etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall be determined by the Developer No.1 on a reasonable basis and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Resident's Welfare Association. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Project Land and Project as and when demanded by the Developer No.1.

Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to Developer No.1, it shall be increased/ reduced based on such change/ modification/introduction.

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

- 1.7 The Developer No.1 shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule-H ("Payment Plan")** and the Allottee(s) shall make payment demanded by the Developer No.1 within 15 days of demand by the Developer No.1. In addition, the Developer No.1 shall provide to the Allottee(s) the details of changes/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. Developer No.1 undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, Developer No.1 shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s). Provided that if there is any new imposition or increase in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.9 As mentioned above, Developer No.1 has already received Booking Amount of Rs. _____ (Rupees _____ only) out of the Total Payable and the Allottee(s) agrees and undertakes to pay the balance amount as described and set out in **Schedule-H** of the Total Payable Amount strictly in accordance with the Payment Plan.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any due under this Agreement.

- 1.10 The Developer No.1 shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-K** in respect of Unit without the previous written consent of the Allottee(s) and Developer No.1 shall not make any other additions and alterations in the approved plans and specifications amenities of the Project as described therein at **Schedule-K** in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project. Developer No.1 may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Developer No.1 may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.11 The Developer No.1 shall confirm to the final Carpet Area/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area/ Super Built Up Area. The Total Payable Amount payable for the Unit shall be recalculated upon confirmation by Developer No.1. If there is reduction in the Carpet Area/ Super Built Up Area then Developer No.1 shall refund the excess money paid by Allottee(s) within 45 days with interest computed at Interest Rate from the date of receipt of such excess amount from the Allottee(s). If there is any increase in the Carpet Area/ Super Built Up Area of the Unit, allotted to the Allottee(s), Developer No.1 may demand the additional consideration, charges,

taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.

- 1.12 Subject to clause 8, Developer No.1 agree and acknowledge that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that Developer No.1 shall handover the Common Areas and Facilities of the Project to the Resident's Welfare Association in accordance with Applicable Laws. It is further clarified and understood by the Allottee(s) that the Allottee(s) shall not have any right, title or interest in any part of the Whole Project, except the Project, which has been specifically defined in this Agreement.
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, flooring, doors, windows and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as per this Agreement;
 - (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Building/Project and the Unit with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Developer No.1 shall not in any way be held responsible for any mishappening caused to/with Allottee(s) while visiting the Site
- 1.13 The Allottee(s) agrees and understands that Developer No.1 shall earmark One Two-Wheeler parking space for the Allottee(s) at the time of execution of Conveyance Deed of the Unit for proper management and utilization of parking area of the Project and the same shall not have independent legal entity detached from the Unit. The Allottee(s) shall have no rights to sell/transfer/deal with the parking space independent of the Unit. It has been explained to the Allottee(s) and

the Allottee(s) has agreed that the earmarking of parking space shall be subject to the guidelines issued by UIT, Bhiwadi or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Resident's Welfare Association. The Developer No.1 and the Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.

- 1.14 The Allottee(s) agrees and understands that except as expressly provided in Para Q hereinabove; the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project/Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Developer No.1, which they shall be free to deal with, in accordance with Applicable Laws.
- 1.15 The Allottee(s) hereby agrees and acknowledges that the Developer No.1 shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.16 The Developer No.1 agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If Developer No.1 fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), Developer No.1 agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.17 The Allottee(s) shall not be entitled to sell, transfer the said Unit for a period of 10 years after the allotment of said Unit. In case of sale of said Unit within 10 years of allotment, the Developer No.1 shall be entitled to cancel the allotment and Conveyance Deed of the said Unit and allot the said Unit to other applicant in the waiting list provided by UIT, Bhiwadi.
- 1.18 The Allottee(s) shall occupy the said Unit within one year from the date of possession of the said Unit, in case of failure to occupy the said Unit within the period of 1 year from the date of possession of the said Unit, the Developer No.1 shall send list of units which have been cancelled to UIT, Bhiwadi and thereafter, allot the said Unit to other applicant in the waiting list provided by UIT, Bhiwadi.

- 1.19 It is hereby agreed by the Allottee(s) that the Allottee(s) shall have no right, no title or no interest in any form or manner in various real estate projects being developed or to be developed upon the remaining portion of the Scheduled Land and the Allottee(s) confirms that the Allottee(s) has specifically noted the same and shall not raise any objection on the same.
- 1.20 That the Project shall always be known as "EWS-LIG" and the name of the Project shall not be changed except with the prior written consent of the Developer No.1.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and Developer No.1 abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Developer No.1, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of VVA Developers Pvt. Ltd payable at Delhi/Bhiwadi. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Developer No.1. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s). However, in case of dishonor of cheque/DD/pay order, as the case may be, the Allottee(s) shall be liable to pay Rs. 5000/- (Rupees Five Thousand only) towards dishonor charges.

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) hereby authorizes Developer No.1 to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct Developer No.1 to adjust his payments in any manner.

4. TIME IS ESSENCE:

The Developer No.1 and Developer No.2 shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and as extended as per the Applicable Laws and towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Resident's Welfare Association.



Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

5. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen, understood and accepted the Approved Plans of the Project, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Developer No.1 and Developer No.2 shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, Developer No.1 and Developer No.2 undertake to strictly abide by the Approved Plans of Project and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans of Project, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove.

6. CONVEYANCE AND POSSESSION OF UNIT:

6.1 Schedule for possession of the Unit – The Developer No.1 agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Resident's Welfare Association, is the essence of the Agreement. Similarly, the Allottee(s) understands that the timely payment of Total Payable Amount of the Unit and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Total Payable Amount and other amounts by the Allottee(s) as per this Agreement, Developer No.1 assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of the Project with all specifications, amenities and facilities of the Project in place on or before March, 2021, unless there is delay or failure due to Force Majeure. If, however, the completion of Project is delayed due to the force majeure then the Allottee(s) agrees that Developer No.1 shall be entitled to the extension of time for delivery of possession of the Unit and Developer No.1 shall not be liable to pay any penalty/interest/compensation during such force majeure, provided that such force majeure are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for Developer No.1 to implement the Project due to force majeure, which shall be assessed by Developer No.1, the Developer No.1 shall inform the Allottee(s) about such impossibility along with notice of termination of the allotment and upon termination of this Agreement, Developer No.1 shall refund to the Allottee(s) the entire amount received by the Developer No.1 from the Allottee(s) with interest

(computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer No.1 and the Developer No.1 and Developer No.2 shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for execution of Conveyance Deed of the Unit and taking possession-

The Developer No.1 upon completion of the Project *vide* written intimation ("**Offer Letter**") offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 30 days from the Offer Letter given to the Allottee(s) by the Developer No.1, the Allottee(s) shall make payment of all outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Developer No.1 as per this Agreement and to execute and register Conveyance Deed of the Unit. The 30th day of the Offer Letter shall be referred to as "**Deemed Date of Possession**", whether or not, the Allottee(s) takes the actual physical possession of the unit. Developer No.1 shall, subject to receipt of Total Payable Amount in respect of the Unit as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Project and also handover possession of the Unit. The Developer No.1 and Developer No.2 agree and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer No.1 which the Developer No.1 and Developer No.2 are liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the control of Developer No.1 and Developer No.2 and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession agree(s) to pay the maintenance charges as determined by the Developer No.1 or Resident's Welfare Association, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Developer No.1 shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Developer No.1 shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

6.3 Handing Over of Common Areas and Documents: It shall be the responsibility of Developer No.1 to handover the necessary documents and plans, including common areas to the Resident's Welfare Association in accordance with the Act.

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

Provided that in case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Developer No.1, Developer No.1 shall be entitled to forfeit the Earnest Amount, any taxes, duties, cess, etc. deposited by the Developer No.1 to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by Developer No.1 to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

6.5 Compensation: Land Owners shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project Land, on which 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 clause shall not be barred by limitation provided under any law for the time being in force.

6.6 The Allottee(s) shall be liable to pay from the Deemed Date of Possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built Up Area of Unit. If Developer No.1 has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to Developer No.1 within 15 days from the date of notice in this regard from Developer No.1 failing which Developer No.1 shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which Developer No.1 paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Developer No.1.

7. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER NO.1:

The Developer No.1 hereby represents and warrants to the Allottee(s) as follows:

- (i) Land Owners has absolute, clear and marketable title with respect to the Project Land and the Developer No.1 have the requisite rights to carry out development upon the Project Land.



- (ii) Developer No.1 have lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Project Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project, Project Land or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, Developer No.1 have been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities.
- (vi) Developer No.1 have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) Developer No.1 have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Project and the Unit except other than mentioned in this Agreement, which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) Developer No.1 confirm that the Developer No.1 are not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed of the Unit, Developer No.1 shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Project to the Residents' Welfare Association.
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) Developer No.1 has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till possession of the Unit along with Common Area and Facilities (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Resident's Welfare Association, respectively.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property has been received by or served upon Developer No.1 by which rights of Allottee(s) in respect of the Project Land and/or Project/Unit is being affected.

- (xiii) Developer No.1 shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Developer No.1 shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1 Subject to the Force Majeure clause, the Developer No.1 shall be considered under a condition of default, in the following events, namely:-
- (i) Developer No.1 fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 6.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties.
 - (ii) Discontinuance of the Developer No.1 and Developer No.2 business as a developer on account of suspension or revocation or expiry of their registration under the provisions of the Act or the rules or regulations made thereunder.
- 8.2 In case of default by the Developer No.1 under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-
- (i) Stop making further payments to Developer No.1 as demanded by the Developer No.1. If the Allottee(s) stops making payments, Developer No.1 shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) shall 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 Developer No.1 shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by Developer No.1, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by Developer No.1 to the Allottee(s) within forty-five (45) days of it becoming due.

- 8.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:
- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
 - (ii) delay/default by Allottee(s) under Clause 8.3 (i) above continues for a period beyond 60 days after notice from the Developer No.1 in this regard;
 - (iii) after the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
 - (iv) after the issuance of Offer Letter as per Clause 6.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Developer No.1 under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
 - (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
 - (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

- 8.4 The Developer No.1's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Developer No.1 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer No.1;
- (ii) Upon occurrence of event of default mentioned in Clause 8.3(ii) the Developer No.1 may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 8.3(iii), (iv), (v) and (vi), the Developer No.1 shall have the option to terminate this Agreement as mentioned in Clause 8.4 (ii); Further in case of event of default under Clause 8.3(iii), till the time Developer No.1 exercises the option to terminate this Agreement, it shall be entitled to (a) recover interest as per Clause 8.4; and (i) (b) recover maintenance charges from the Deemed Date of Possession; and (c) recover holding/ safeguarding charges @ Rs. 5/- (Rupees Five only) per sq. ft. of the Super Built-Up Area per month for the entire period of such delay; and



(d) taxes mentioned in Clause 6.6; and (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 8.3(iii) and Allottee(s) hereby authorizes the Developer No.1 for the same.

(iv) The rights and remedies of Developer No.1 under this Clause shall be in addition to other rights and remedies available to the Developer No.1 under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Developer No.1 of its right of charging such interest or of the other rights mentioned in this Agreement.

8.5 Upon termination of this Agreement by the Developer No.1 and Developer No.2 as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. Developer No.1 shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Developer No.1 shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) any taxes, duties, cess, etc. deposited by the Developer No.1 to the concerned department/authority in respect of the Unit;
- (iii) The interest and other charges paid/payable by the Allottee(s) to the Developer No.1 as per Clause 8.4(i) and/or 8.4 (iii), if applicable;

8.6 Without prejudice to the rights of Developer No.1 under this Agreement, the Developer No.1 shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

9. MAINTENANCE:

9.1 That until the takeover of the Common Areas and Facilities of the Project to the Resident's Welfare Association in accordance with the Applicable Laws, the Developer No.1 shall maintain the Common Areas and Facilities of the Project at actual cost plus 20%.

- 9.2 That the Resident's Welfare Association of allottees of apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of the Project to be developed and with such other object or purpose and in such manner and to such extent as the Developer No.1 and or Resident's Welfare Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the apartments of the Project shall become the members of the Resident's Welfare Association and shall give an undertaking to its effect. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Resident's Welfare Association.. After the handover of the management/maintenance of the Common Areas and Facilities of the Project to the Resident's Welfare Association under the Applicable Laws, the Resident's Welfare Association shall be solely responsible for maintenance of the Common Areas and Facilities of the Project.
- 9.3 The Allottee(s) shall deposit amount of Rs. 10000/- for EWS units or Rs. 15,000/- for LIG units as the case may be, at the time of offer of possession of Unit towards Maintenance Corpus Fund, which shall be utilized for maintenance of Common Areas and Facilities of the Project. The Developer No.1 will handover Maintenance Corpus Fund to the Resident's Welfare Association, if required, in accordance with Applicable Laws.
- 9.4 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bye-laws of Residents' Welfare Association as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Residents' Welfare Association as per the Act, it shall be the sole responsibility of the Residents' Welfare Association, to run and maintain the Common Areas and Facilities of the Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Resident's Welfare Association, from time to time & regularly.
- 9.5 The Allottee(s) shall be liable to pay water charges for the single water connections availed for the Project in proportion to the area of the Unit.

- 9.6 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area of the Unit.
- 9.7 The Allottee(s) acknowledge that as and when Developer No.1 and Developer No.2 commences development of a new phases/projects in any part of Whole Project, the development activities may cause some inconvenience for the Allottee(s) and the Allottee(s) may have to use some alternative route; however, the Allottee(s) shall not object or create any hindrance in such development.
- 9.8 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Resident's Welfare Association from time to time.
- 9.9 Allottee(s) shall be bound by all the terms and conditions of bye- laws, maintenance agreement and any other agreement entered by the Resident's Welfare Association and any decisions taken by the Resident's Association as per its bye –laws.
- 9.10 That Developer No.1 may provide a single point/multi point metering system for the Project, as may be decided by the Developer No.1, according to which electric connection / supply, shall be provided by Developer No.1. In case the Developer No.1 provide single point metering system for Project, the Allottee(s) shall be liable to pay charges for installment of pre-paid sub-meter for the Unit, from which charges for common area maintenance and electricity consumed shall be paid/deducted, and the Allottee(s) shall be required to recharge such pre-paid meter to ensure proper supply of electricity and common facilities. The Developer No.1 shall not be responsible to disconnection of electricity supply for the Unit in case the pre-paid meter is not timely recharged. In case of any differences in electricity billing units recorded in meter of the Developer No.1 and aggregate/cumulative/total billing units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among all buyer and occupants of the Project and shall be paid by them in proportion to the area owned by them. However, in case single point metering system is not provided, the Allotte(s) shall be required to apply for an individual electrical connection from the concerned authority at his own cost and expenses.

10. 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 Developer No.1 as per this Agreement relating to such development is brought to the notice of the Developer No.1 and Developer No.2 within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Developer No.1 and Developer No.2 to rectify such defects without further charge, within thirty (30) days, and in the event of Developer No.1 and Developer No.2 failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit or equipments in common area is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

11. INDEMNIFICATION

11.1 The Allottee(s) shall, without prejudice to any other rights of the Developer No.1, agrees to indemnify and keep fully indemnified, hold harmless and defend the Developer No.1, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Developer No.1 or which Developer No.1 may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Developer No.1 and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Developer No.1 within the time prescribed in Clause 19 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 19 and/or (vii) termination of this Agreement by Developer No.1 due to any default/delay on the part of the Allottee(s).

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

11.3 The indemnification rights of Developer No.1 under this Clause shall be in addition to any other rights and remedies available to the Developer No.1 under Applicable Laws, equity and this Agreement.

12. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Developer No.1 may have, the Developer No.1 shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Developer No.1 may have under law or in equity or pursuant hereto.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Developer No.1 / Resident's Welfare Association shall have right of unrestricted access of all Common Areas and Facilities of Project, parking spaces of the Project, for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer No.1/ Resident's Welfare Association to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement(s) and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Approved Plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Resident's Welfare Association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- (i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall

not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- (ii) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- (iii) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, windows, grill, etc. on the façade of the Building/ Project or anywhere on the exterior of the Project or Building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iv) The Allottee(s) agrees and undertakes that the terrace area shall be treated as common area and no allottee shall be entitled to use such terrace areas for its exclusive use nor shall be allowed to install any antenna, dish connection.
- (v) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building/ Project. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (vi) That all fixtures and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Developer No.1 / Residents' Welfare Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Developer No.1 or Residents' Welfare Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vii) The Allottee(s) recognizes that the Unit is being serviced by the Residents' Welfare Association and that any external agency would be detrimental to the interest of the Unit's/ Building's/ Project's maintenance and upkeep. However, the Resident's Welfare Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project including the Project.

- (viii) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Residents' Welfare Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (ix) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (x) It is in the interest of the Allottee(s), to help the Resident's Welfare Association in effectively keeping the Unit and/or the Building/ Project secured in all ways, For the purpose of security, the Resident's Welfare Association would be free to restrict and regulate the entry of visitors into the Building/ /Project.
- (xi) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Building/ Project or for any illegal or immoral purpose. If the Allottee(s) uses or permits the use of the Flat for any purpose in breach of this clause then Developer No.1/UIT, Bhiwadi, as the case may be, shall be entitled to cancel the allotment of Unit.
- (xii) Allottee(s) agrees that water shall be supplied from deep tube/bore wells stored in common tanks within the Project as extracted from the ground without any treatment and the Allottee(s) shall be responsible for treating the water by installing equipment for treatment in its Unit.
- (xiii) Allottee(s) shall not throw dirt, rubbish, rags, garbage, water, etc. or permit the same to be thrown from the Unit in the compound or any portion of the Project Land and the Project in which the Building along with the Unit is situated.
- (xiv) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/ Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Building/ Project and/or the Unit.
- (xv) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xvi) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer No.1 and thereafter the Resident's Welfare Association and/or maintenance agency appointed by the Resident's Welfare Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xvii) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Developer No.1 / Resident's Welfare Association and the

Developer No.1 / Resident's Welfare Association may permit the same subject to appropriate conditions.

- (xviii) That the Allottee(s) hereby declares that he/she has gone through all the documents related to the ownership and possession of Land Owners' title to the Project Land and has expressly understood the contents, terms and conditions of the same and after being fully satisfied has entered into this Agreement.
- (xix) Subject to 1.17, it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/ Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Developer No.1 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.

18. DEVELOPER NO.1 SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Developer No.1 raises finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Developer No.1 shall provide NOCs etc. as may be required by the Allottee(s).

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by Developer No.1 does not create a binding obligation on the part of the Developer No.1 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 _____ days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer No.1. If the Allottee(s) fails to execute and deliver to the Developer No.1 this Agreement within _____ 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 Developer No.1, then the Developer No.1 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/allotment 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the Developer No.1 in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

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

Subject to clause 1.17, it is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

23. BROKERAGE:

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) for acquiring the Unit for the Allottee(s), the Developer No.1 shall in no way whatsoever be responsible or liable thereof and no such



commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer No.1 for the Unit.

24. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

Developer No.1 shall be solely entitled to refund of all amounts paid by the Developer No.1 to various authorities in respect of the Project.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 Developer No.1 may, at least on its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer No.1 in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer No.1 to exercise such discretion in the case of other allottees.
- 25.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Developer No.1 through its authorized signatory at the Developer No.1's Office, or at some other place, which may be mutually agreed between the Developer No.1 and the Allottee(s), after the Agreement is duly executed by the Allottee(s) and the Developer No.1 or simultaneously with the execution, this Agreement shall be registered at the office of the concerned Sub-Registrar.

30. NOTICES:

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

Developer No.1	Allottee(s)

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

31. JOINT ALLOTTEE:

That in case there are Joint Allottees, all communications shall be sent by the Developer No.1 to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

32. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not

be construed to limit the right and interests of the Allottee(s) or the Developer No.1 under this Agreement, under the Act, rules or regulations made thereunder.

33. GOVERNING LAW:

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

34. DISPUTES:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Developer No.1 or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

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

Signed and delivered by the within named Developer No.1 in the presence of witnesses at on

DEVELOPER NO.1
For and on behalf of VVA Developers Pvt. Ltd
Name
Signature

Designation

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

SCHEDULE-A**Part-I**

Description of Scheduled Land

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Village Khijuriwas, Tehsil Tizara, Distt. Alwar	1346/1285, 1351/1262, 1361/333, 1353/338, 1354/339, 1356/340, 1345/1285, 350/1262, 1360/333, 1352/338, 1355/339, 1357/340, 1362/333, 1378/334, 1380/1244, 1358/340, 1376/341, 1388/1252, 1389/1252, 1375/341, 1359/340, 1363/333, 1377/344, 1379/1244, and 335	118830
	Total Area	

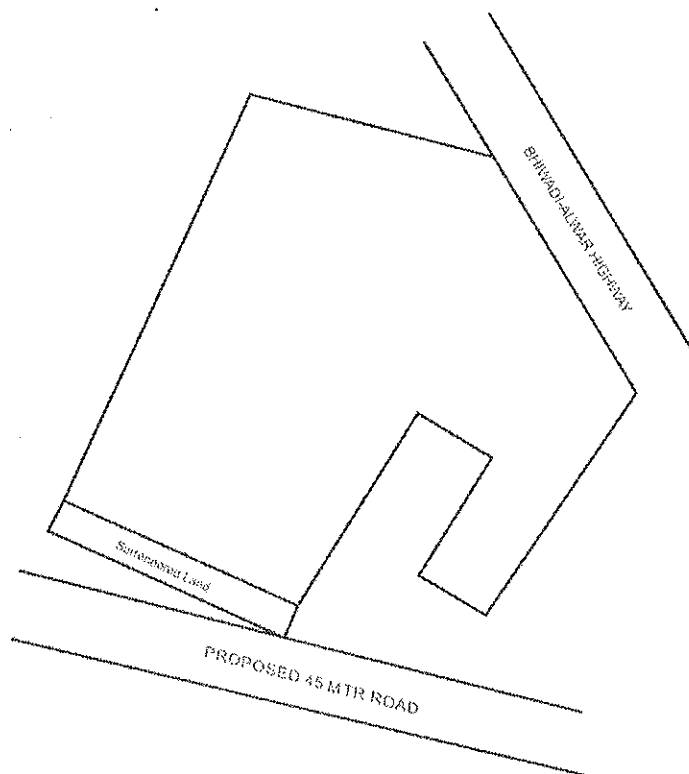
2. The piece and parcel of the plot of land in site is bounded on the: -

In North: 60 Mtr. Road

In South: Proposed 45 Mtr. road

In East: Other Land

In West: Power Grid

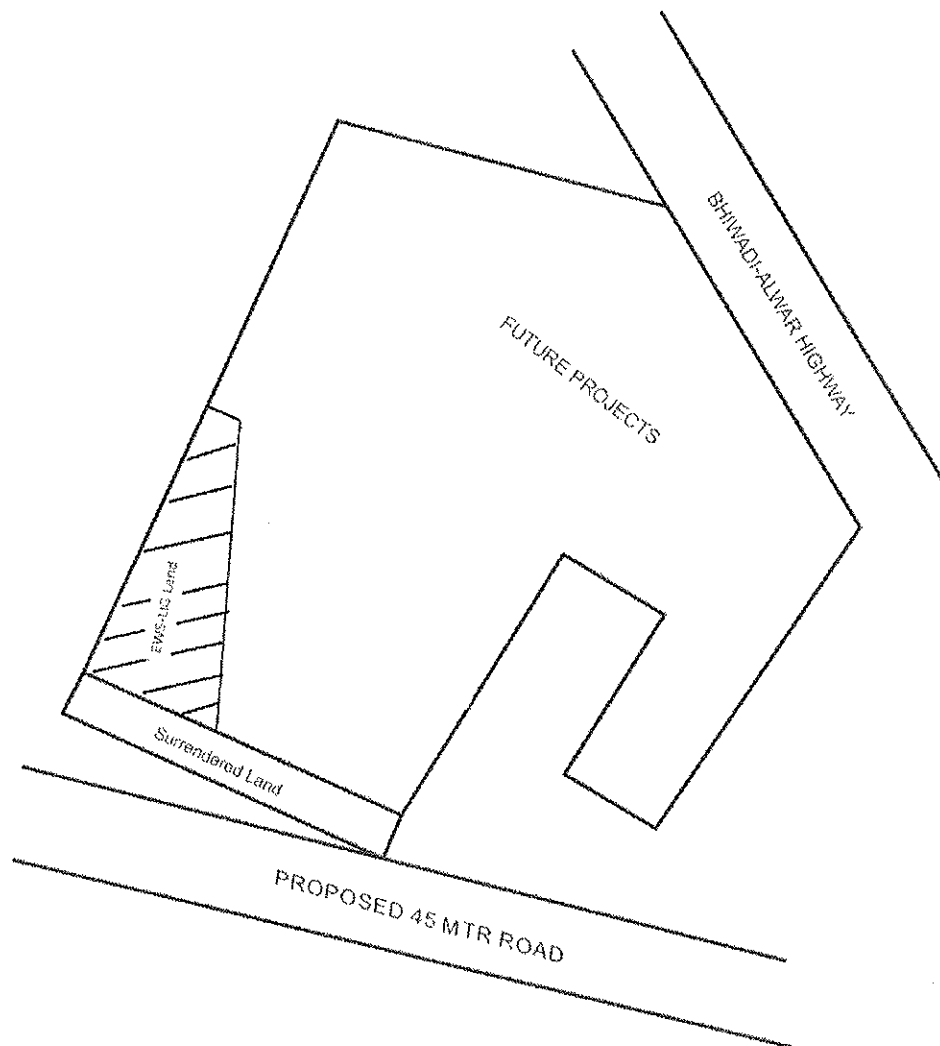


Part II of SCHEDULE-A
Description of EWS-LIG Land

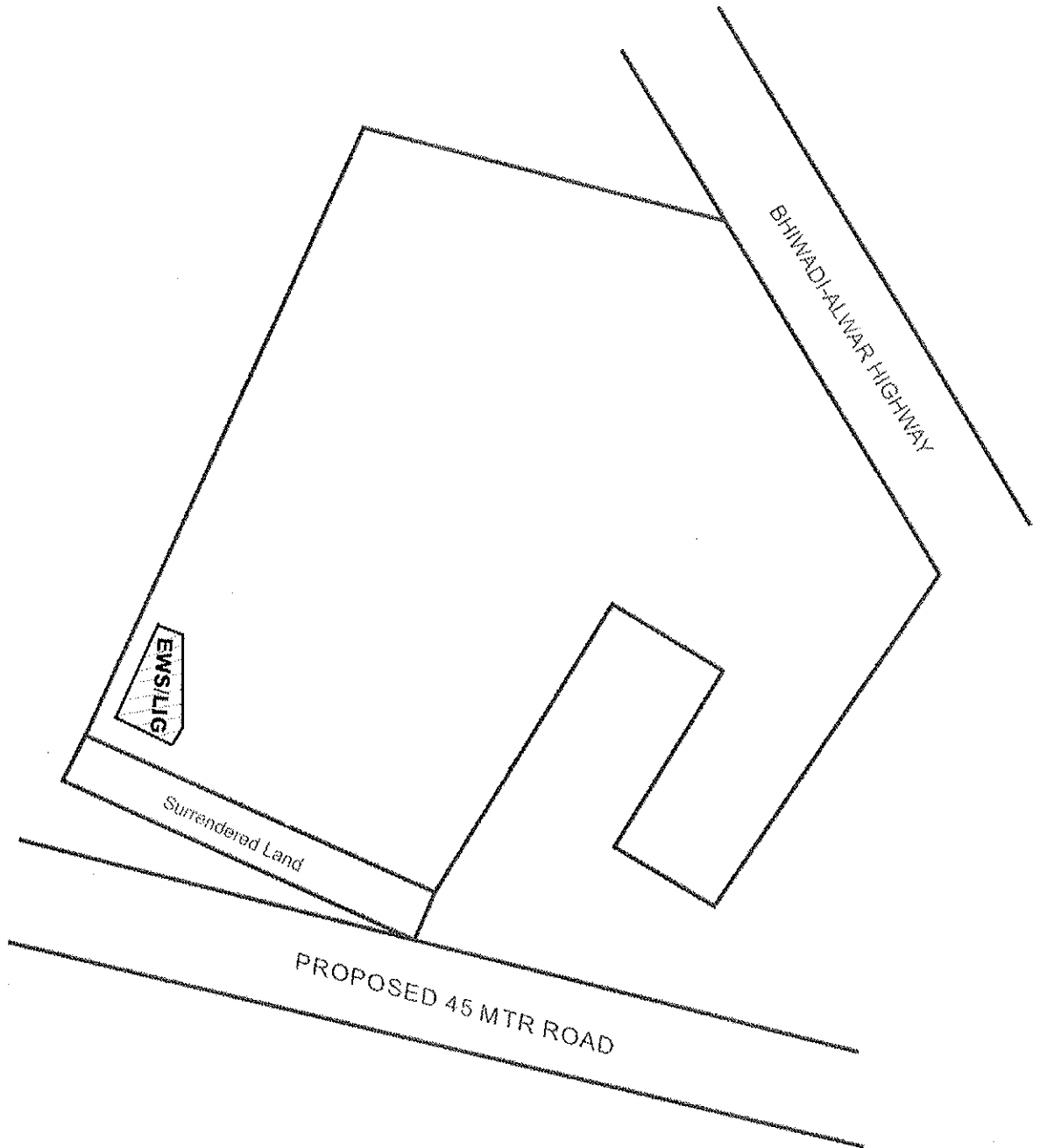
Undivided part of Scheduled land having area of approx. 4757 Sq. Mtr.

Latitude/ Longitude of the end points of the Project

Longitude	Latitude
28.178682793664247	76.81833475828171
28.177160166237282	76.81825429201126
28.17744861595445	76.81766420602798



SCHEDULE-B
Description of Building



SCHEDULE-C

Details of Common Areas and Facilities

- i. The Project Land only;
- ii. the stair cases, lifts, lift lobbies, fire escapes, and common entrances and exits of buildings;
- iii. the common terraces, open parking areas and common storage spaces within project land;
- iv. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;
- v. installations of central services such as electricity, water and sanitation, and incinerating, system for water conservation;
- vi. the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- vii. Community and Commercial facilities as provided in said project and future project within Scheduled Land excluding commercial space/shop in the Club, Units which are covered in the definition of Apartment and available for sale;
- viii. all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

SCHEDULE-D

(Details of Common Areas and Facilities of Project)

- i. Project Land
- ii. Sewer System
- iii. Water Supply system
- iv. Electrical Supply system
- v. Fire Fighting System
- vi. Storm Water Drainage System

SCHEDULE-E

(Development Work to be undertaken)

- **Fire Fighting Facilities-** Fire fighting equipments/ facilities will be provided in the whole project as per NBC guidelines.
- **Water Supply** - The Government of Rajasthan is making a policy for supply of water in multi-storied buildings. As and when the policy will be implemented, the RWA will take water connection. Till then underground water will be used for drinking and other purposes.
- **Emergency Evacuation Services-** It will be provided as per NBC guidelines.
- **Electrical Supply-** Electricity/power shall be supplied by Jaipur Vidyut Vitran Nigam Limited, Bhiwadi.
- **Sewage Treatment Plant** - The Developer No.1 proposes Sewage Treatment Plant for treatment of sewage. The Sewage Treatment Plant required minimum threshold occupancy to work. However, till such time, the Developer No.1 shall provide a septic tank for disposal of waste.

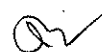


SCHEDULE-F
(Salient Features)

- Located on main SH-25
- Earthquake resistant RCC frame structure
- Fire Resistant PVC insulated Copper electrical wire
- Lifts
- Sufficient electrical points

SCHEDULE-G
(Details of external development)

- Roads
- Footpaths
- Water supply
- Sewers
- Drains
- Tree
- Common area Lighting
- Treatment and Disposal of Sewage water
- Waste Management
- Fire Fighting Requirements
- Fire Safety Requirements
- Rain Water Harvesting



SCHEDULE-H
(Payment Plan/schedule)

Stage of development works and completion of Unit	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

SCHEDULE-I

(Details of specification of material used in construction)

Cement	PPC
Steel	FE-415 and FE-500
CP Fittings	Branded
Sanitary wares	Branded
CPVC Pipes	Branded
UPVC/SWR Pipes	Branded
Tiles	Vitrified/Ceramic
Stone	Local Stone
Wires	ISI Mark
Fire Safety Equipments	ISI Mark
Transformer	ISI Mark
Diesel Generator	Air Cooled
Elevators	With Machine Room

SCHEDULE-J

(Stage Wise Time Schedule of Completion of the Project)

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	December, 2019	Foundation, RCC Super Structure
2.	Completion of development works	December, 2020	Brick Work, Internal Plaster, Tiles Work, External Plaster, Door Shutter Fitting, Window, Electrical Wiring & fittings and testing, Internal Painting, CP & Vitreous Fittings, External Painting, Fire Fighting, Lift, Water Supply System, Electrical System, Sewage Treatment Plant/System, etc.
3.	Offer of Possession	March, 2021	Water Supply System

SCHEDULE-K

(Specifications, facilities, amenities which are part of the Unit)

Space	Flooring	Walls	Door Frame	Doors	Windows	Fixtures/fittings
Living / Dining / Lobby	Ceramic / Porcelain Tiles	Bricks / AAC Blocks with Color / White Wash	M.S. Frame	Solid core Flush Door	M.S. Frame	ISI standard Switches/ Cable TV point/ Telephone Point/copper wiring
Bedroom	Ceramic / Porcelain Tiles	Bricks / AAC Blocks with Color / White Wash	M.S. Frame	Solid core Flush Door	M.S. Frame	ISI standard Switches, copper wiring
Kitchen	Ceramic / Porcelain Tiles	2' Ceramic tile over platform, Color / White Wash	NA	NA	M.S. Frame	Kota Stone Platform with Kota stone/single bowl steel sink/ISI standard Switches, copper wiring
Bathroom	Anti skid ceramic tile	Bricks / AAC Blocks with plaster and Ceramic tiles dado up to door height/skirting height	M.S. Frame	Solid core Flush Door	M.S. Frame	CP fittings and Sanitary wares, Floor mounted European WC, Wash Basin without counter
Balcony	Anti skid ceramic tile	Color / White Wash	M.S. Frame	M.S. Frame		Masonry/mild steel railing with enamel paint

Note / Disclaimers:

- Selection of specification shall be done only by the Developer No.1 out of the options given in above details of Specifications, facilities, amenities.
- As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered

surface of the masonry work. While conventionally recognized precautionary measures will be undertaken diligently but complete dis-appearance of such cracks cannot be ascertained.

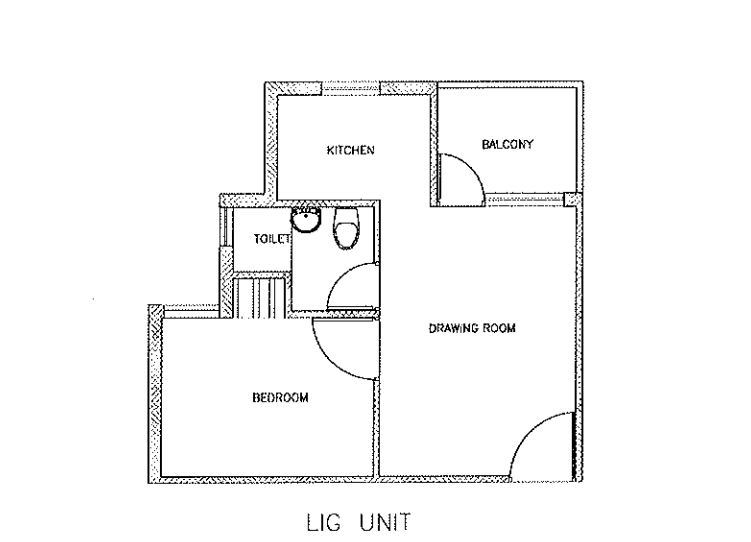
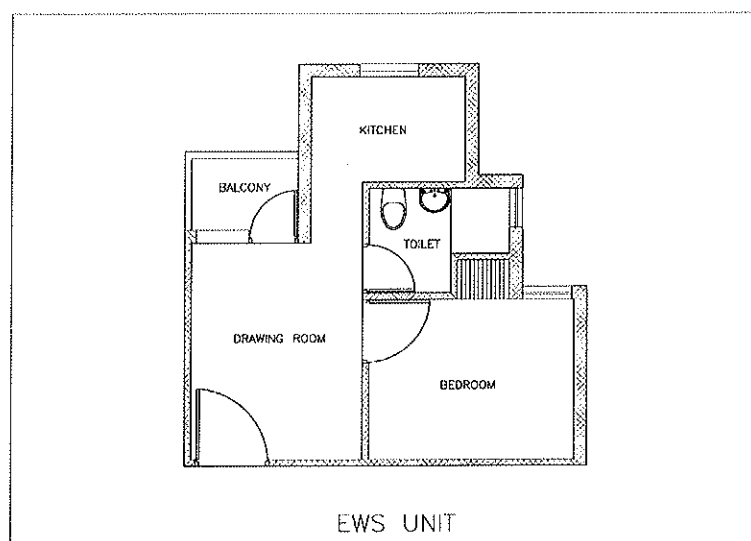
- c) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.
- d) While every reasonable care has been taken in preparing this brochure and in constructing the models and show flats, the Developer No.1 and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.
- e) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer No.1 and the Purchaser and shall supersede all statements, representations or promises made Prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.



SCHEDULE-L
(Details of floor plan of the Unit and the Building)

Annexure-II

Layout Plan of Unit





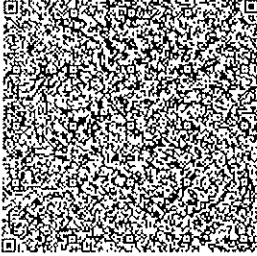
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL20372283014096P
Certificate Issued Date	: 19-Aug-2017 05:57 PM
Account Reference	: IMPACC (IV)/ dl802503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL80250342167106936377P
Purchased by	: VVA DEVELOPERS PVT LTD
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VVA DEVELOPERS PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: VVA DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

Affidavit

I, Vivek Kumar Jain Son of Lt. Shri M. K. Jain, aged 43 years, resident of 6314, Naya Bans, Delhi-110006 duly authorised by the Promoter, VVA Developers Pvt. Ltd., do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our EWS/LIG project as per Affordable Policy (2009) at Village Khijuriwas, Teh. Tizara, Distt. Alwar,

Page 1 of 2

For VVA Developers Pvt. Ltd.

Authorised Signatory

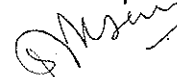
Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

2. That the draft agreement to Sell attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement to Sell is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.

For VVA Developers Pvt. Ltd.



Authorised Signatory

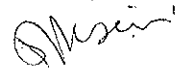
I, Vivek Kumar Jain Son of Lt. Shri M. K. Jain, aged 43 years, resident of 6314, Naya Bans, Delhi-110006

do hereby verify that the contents in Para No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me there form.

Verified by me at Jaipur on this 19th Day of August, 2017.

Deponent

For VVA Developers Pvt. Ltd.



Authorised Signatory