



TO WHOMSOEVER IT MAY CONCERN

I **Suresh choudhary S/O Let.Sh. Ramswaroop Choudhary** Age 39 years Address Flat No-2, Kaka Estate, Kotri Road, Gumanpura, Kota, Rajasthan-324007 promoter of the proposed Project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under;

1. That the agreement for sale/builder buyer Agreement of our project **Shreenath Residency Block-B** accordance to the **Form-G of Real Estate Regulation and Development Act, 2016**.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law and rule of the **Real Estate (Regulation and Development) Act, 2016 & Rajasthan Real Estate (Regulation and Development) Rule, 2017**.
3. That if any contradiction arises in the future Suresh Choudhary the deponent will be responsible for it.

Thank You,
Yours Sincerely

For Shreenath Dream Realcon Pvt.Ltd.


Auth.sign./Director




Identified by
Jot Ram Singh, S/O Sh. Ramesh chand
B-S, Shreenath Residency, Bumeli Road
Kota, 9828933005

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AGREEMENT FOR SALE

This Agreement for Sale hereinafter referred to as the Agreement is executed on this
_____ day of _____ 2017 at Kota (Rajasthan)

By and Between

Shreenath Dream Realcon Private Limited (CIN NO. U25201RJ2012PTC038044), a company incorporated under the provisions of the Companies Act 1956 and having its registered office at Ground Floor Kaka Estate Kotri Road Gumanpura Kota (Rajasthan) and its corporate office at Ground Floor Kaka Estate Kotri Road Gumanpura Kota (Rajasthan) and its PAN No. is AARCS1411M represented by its authorized signatory Suresh Choudhary, Aadhar No. 930787187601 authorized vide board resolution dated 06/06/2013 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its assignees, legal successor(s) in interest) of the ONE PART, successors & permitted assignees including those of the respective partner of the ONE PART.

For Shreenath Dream Realcon Pvt. Ltd.


Director/Authorised Signatory

AND

(If the allottee is an individual)

Mr./Mrs./Ms. _____ Son/daughter/wife of Mr.
aged about _____ years. R/o

(Aadhar No. _____) PAN NO. _____ (hereinafter
singly/jointly, as the case may be, 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 successors(s), administrators, executors successors & permitted assignees) of the
OTHER PARTS.

(Details of other allottees to be inserted in case of more than one allottee)

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

INTERPRETATIONS/DEFINITIONS -

1. In this Agreement the following expression unless repugnant to the context shall have the meaning assigned thereto.
 - (a) 'Act' means the Real Estate (Regulation and Development) Act 2016;
 - (b) 'Built-Up Area' means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or uncovered and thickness of wall. In case there be common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - (c) 'Interest' means the interest payable at the rate specified in rule 17 of the rules;
 - (d) 'Para' means a Para of this Agreement;
 - (e) 'Maintenance Society' shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (f) 'Regulation' means the Regulation made under the Act;
 - (g) 'Rules' means the Rajasthan Real Estate (Regulation and Development) Rules 2017;
 - (h) 'Schedule' means the schedule attached to this Agreement; and
 - (i) 'Section' means the section of the Act.
2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act 2009 (Act No. 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

For Shreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

WHEREAS THE PROMOTER DECLARES THAT -

- A. The Promoter is in lawful possession of the land Khasara No. 489 situated in Village Nanta, Tehsil Ladpura, Distt. Kota, Rajasthan) with a total area admeasuring of 1045.53 square metres.
(hereinafter referred to as "Land" and more fully described in the Schedule-I)
- B. The Promoter has a legal title to the land with legally valid documents and is lawful owner of the land. The land was purchased by the Promoter from [redacted]. The land was again transferred to UIT for the purpose of conversion and the conversion order was received on 24/05/2013 by Order No. F-15/Kri.Bhu.Ru./90-KA/2013/55 and the patta of the land was released on 10/03/2015 and it was registered on date 16/02/2016 in the office of Sub-Registrar, Kota (Raj.) in its Book No. 01, Volume No. 1295 at Page No. 143 bearing Serial No. 2015001332 and an additional copy of the same was also pasted in its additional Book No. 01, Volume No. 3491 at Page No. 434 to 439 and supplementary/correction deed in its Book No. 01, Volume No. 1336 at Page No. 67 bearing Serial No. 2016001002 and an additional copy of the same was also pasted in its additional Book No. 01, Volume No. 3654 at Page No. 123 to 128.
- C. The said land is earmarked for the purpose of Commercial & residential project, comprising [redacted] multistoried apartment building and the said project shall be known as "Shreenath Residency Block-B".
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is ongoing.
- E. The UIT, Kota has granted the commencement certificate to develop the Project vide its approval number F-7/STP/2015/1426-40 dated 26/06/2015.
- F. The Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as Shreenath Residency Block-B, (hereinafter referred to as the 'Project') after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprising of apartment/plots/buildings and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring [redacted] Sq.Mtrs. situated at Village Nanta, Tehsil Ladpura, Distt. Kota, Rajasthan and latitude & longitude of the end points of the Project are [redacted] respectively. The location details are fully described in the Schedule-I.
- H. The Project is ongoing project and shall be Registered with Real Estate Regularity Authority.
- I. The layout plan/site plan of the Project has been sanctioned vide No. F-7/STP/2015/1426-40 dated 26/06/2015 by the Secretary, UIT, Kota (Rajasthan) and copy of which is enclosed as Schedule-2.
- J. Approval of specifications of the Project and permission of building construction upto 26.10 meters height (9 floors) under the relevant legal provisions has been accorded vide No. F-7/DTP/2016/364-75 dated 17/10/2016 by the Secretary, UIT, Kota (Rajasthan). The specifications of the Project are as under :
Parking at basement, still floor & Set Back Area 1st to 9th floor residential apartment

For Shreenath Dream Realcon Pvt. Ltd.

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

- K. The details of Floor Plan of the Apartment No. _____ and for tower Block of the Project is mentioned in Schedule-3.
- L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-
as per approved Plan.
- M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, and other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-
The Project front side is at 60 ft. wide road with two side 30 ft. wide road with existing street light and other facility.
- N. The details of other external development works to be taken for the Project are as under :-
Transformer, Water Tank, STP & Parking
- O. The details of Specifications of material used in construction are as under:-
Steel - FE500 grade TMT, Cement-JK, Laxmi, Jk Super, Lafarge or equivalent
Floor Tile 2 x 2 vitrified tile (wooden tile in master bedroom)
Sanitary, CPVC pipe, SWR pipe (astrel & supreme) CP fitting, kohler WC & wash basin, kerovite.
Chokhat-ply,
door-ply & sunmica,
window UPVC,
Wire-polycab & equi.
Lift-Semi automatic,
Staircase-Granite Flooring /Tile,
Kitchen-Granite Platform
- P. The Stage wise time-schedule of completion of the Project/Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works is as under :-
- | Stage | Date by which the works are Proposed to be completed | Details of work to be completed |
|-------------------------------|--|---------------------------------|
| As mentioned in Booking Form. | | |
- Q. Temporary Fire NOC for the Project has been accorded by the Chief Fire Officer, Nagar Nigam, Kota vide No. N.N.K./FIRE/2016/177 dated 03/10/2016.
- R. The Airport Authority of India has also granted NOC for height clearance for the Project vide No. _____ date _____ - (Not Applicable)
- S. Environmental Clearance from the department concerned has been obtained or the Project (Not Applicable)

For Shreenath Dream Realcon Pvt. Ltd.

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- T. Public Health & Engineering Department has also given NOC for developing the Project (Not Applicable)
- U. The Promoter has opened a separate account in Branch HDFC, Jhalawar Road, Kota Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.
- V. The Allottee(s), being aware of the Project and on visiting the model of the Apartment has applied for allotment and to purchase a Apartment (hereafter referred to as the 'Unit') in the Project Vide his/her/their/its application dated _____. The allottee(s) has also deposited a sum of Rs. _____ (in words Rupees _____) as an advance payment/booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13 and agrees to make timely and complete payment of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- W. The Allottee has applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ Sq.Feet. type _____ on _____ floor in (Tower/block/building) no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ Sq.Feet in the _____. As permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4.
- X. 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, notification etc. applicable to the Project.
- Y. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and parking (shall be allotted by lottery) as specified in Para V.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment/Plot as specified in Para 'W'.
- 1.2 The total price for the apartment based on the carpet area is Rs. _____ (in words Rupees _____ only) ("Total Price") (Give break-up and description):-

For Shreenath Dream Realcon Pvt. Ltd.

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Block Building/Tower No. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per Square Feet*
GST @ _____ Total Price (In Rupees)	

(Built-up Area of the Flat is _____ Sq.Ft. inclusive of balconies)

Parking-I	Price for 1 (In Rs.)

Explanation :

(i) Total Price above includes the booking amounts of Rs. _____ (Rupees _____) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'W'.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate, but excluding Registration charges.

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Act rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes price of land, construction of not only the Apartment but also the common areas, internal development charges,

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external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No. 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

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

1.4 As mentioned in Para V, above, the Promoter has already received an advance/booking amount from the Allottee(s) a sum of Rs. _____ (Rupees _____ only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13 out of the total price of Rs. _____ and the Allottee(s) agrees and undertake to pay the balance amount of Rs. _____ of the total price strictly in accordance with the payment plan given below:-

1.5

Stage of Development works &	Percentage of the total price as calculated under	Installment amount in Rs.	Period within which the installment
Completion of the unit (with details of works)	Term and Condition No. 1.2		Amount is to be paid by the allottee

1.6 The promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed the provision for allowing rebate and such rate of rebate shall not be subject to any revision withdrawal, once granted to an Allottee(s) by the Promoter.

1.7 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and

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amenities described herein at Schedule 5 and Schedule 6 (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act; Provided that the Promoter may make such minor additions or alterations as may be required by the allottee(s) or such minor changes or alterations as per the provisions of the Act.

1.8 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area that the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than three percent of the carpet area of the Apartment allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Terms No. 1.2 above.

1.9 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the maintenance society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No. 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and or linked/combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

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1.11 The Promoter agrees to pay all outgoings/dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to Project). If the Promoter fails to pay all or any of the outgoings/dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer to the property, 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.

1.12 The Allottee has paid a sum of Rs _____ (Rupees Only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Terms No. 1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. **MODE OF PAYMENT :**

Subject to the terms of the agreement and the Promoter abiding by the construction milestone, the Allottee shall make all payments on written demand by the Promoter within the stipulated time as mentioned in the payment plan at Term No 1.4 above (through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of bank account at HDFC Bank, Kota Shreenath Dream Realcon Private Limited

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Act 1934 (RBI Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or Statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under FEMA or other Laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above, the Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee

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

4. **ADJUSTEMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Promoter to adjust/appropriate all payments made by him/her under any head of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

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

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on date 30/06/2018 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure") if, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After

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

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (Two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

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

7.4 **Possession of the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be as per the local laws :

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement duly completed by the day specified in Term No. 7.1

For Shreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has absolute clear and marketable title with respect to the said land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party or over such lands)
- (iv) There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project or the Unit;
(In case litigation give details)
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Unit which will, in any manner affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters 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 Schedule Property;

For Shreegath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, imposition, premiums, damages and or penalty and other outgoing, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/Plot along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the Competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment/Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed 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 Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority ;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice :

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

For Sreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

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

- (i) In case the Allottee(s) fails to make payment for _____ consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per Term No. 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the Allottee:

Provided that, in absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/Plot.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession. It shall be the duty of the Promoter to rectify such defect without further charge within thirty days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

For Shreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

The Promoter/Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Maintenance Society to enter into the Apartment/Plot 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 sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment 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 said Apartment and keep the said Apartment/Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper conditions and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board name-plate, neon light publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee 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. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/Plot.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

For Shreepath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

The Promoter/Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Maintenance Society to enter into the Apartment/Plot 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.

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- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board name-plate, neon light publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee 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. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/Plot.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

For Shreepath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/Plot/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Plot/Building.

19. BINDING EFFECT:

Forwarding the Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar-I, Kota, Rajasthan (Address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter then the Promoter shall serve a notice to the Allottee(s) for rectifying the default which if not rectified within 30 days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

22. PROVISION OF THIS AGREEMENT APPLICABLE ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/Plot, in case of a transfer as the said obligations go along with the Apartment/Plot for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Promoter may, at their sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned in this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall

For Shreenath Dream Realcon Pvt. Ltd

Director/Authorised Signatory

not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

- 23.2 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.

24. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be and remaining provisions of the Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in the 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 proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

26. **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.

27. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place which may be mutually agreed between the Promoter and the Allottee. **Ground Floor Kaka Estate Kotri Road Gumanpura Kota Rajasthan**, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar-I, Kota (Rajasthan) *(Specify the address of the Sub-Registrar)*. Hence this Agreement shall be deemed to have been executed at Kota.

28. **NOTICES :**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective address specified below :-

Shreenath Dream Realcon Private Limited	Allottee(s) Name
---	------------------

For Shreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

Ground Floor Kaka Estate Kotri Road Gumanpura Kota Rajasthan	Address.....
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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 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.

29. JOINT ALLOTTEE :

That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

30. SAVINGS:-

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the Apartment/Plot or Building as the case may be, prior to the execution and registration of the agreement for sale for such Apartment/Plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the Agreement for Sale, under the Act, the rules or the regulations made thereunder.

31. 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 Act, rules and regulations made there under including other applicable laws of India for the time being in force.

32. DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement 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 dispute shall be settled in the manner as provided under Act.

(Note: Any other terms & conditions as per contractual understanding between the Parties can be inserted However, such terms should not be in derogation of or inconsistent with the terms & conditions of the Agreement or the provisions of the Act and rules/regulation made thereunder)

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

For Shreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

Signed and delivered by the within named promoter in the presence of witnesses on

Passport size Photograph with signature across the Photograph (First-Allottee)	Passport size Photograph with signature across the Photograph (Second-Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)

Signed and delivered by the within named promoter in the presence of witnesses on

PROMOTER

For and on behalf of Shreenath Dream Realcon Pvt. Ltd.

Name : Suresh Choudhary

Signature : _____

Designation : Director

For Shreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory

WITNESSES :

1. Signature -

Name -
Address -

2. Signature
Name -
Address -

SCHEDULE -1

(Details of land holding of the Promoter and Location of the Project)

Name of Scheme/Colony/City	Plot No.	Area(in metres)

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

In East - 30 ft. wide road
In West - 30 ft. wide road
In North - Plot no. B-55 D & B-57
In South - 60 ft. wide road

SCHEDULE - 2

(Lay Out Plan of the Project)

SCHEDULE - 3

(Floor Plan of the Apartment and Block/Tower in the Project)

SCHEDULE - 4

(Description of the Apartment/Plot and Garage/Covered Parking (if applicable) Alongwith boundaries in all four directions.

SCHEDULE - 5

(Specifications, facilities, amenities, which are part of the Apartment /Plot) which shall be in conformity with the Advertisements, prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

SCHEDULE - 6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of units in the project.

(The schedules to this agreement for sale shall be as agreed to between the parties.)

For Shreenath Dream Realcon Pvt. Ltd.

Director/Authorised Signatory