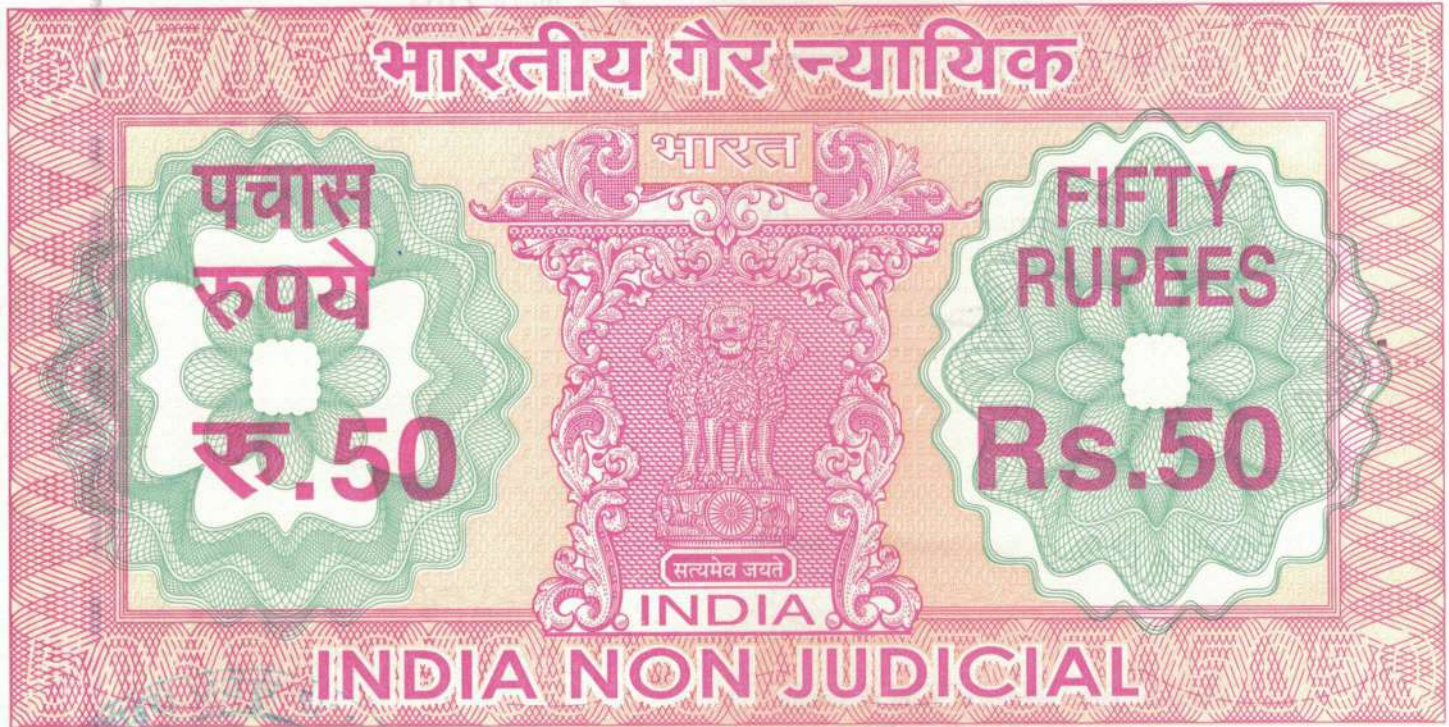


OLD AGREEMENT TO SALE



राजस्थान RAJASTHAN

P 335804



Declaration Regarding Agreement to Sale

I Ravindra Pratap S/o Late Shri Bhagwan singh Parihar resident House No K-47-48 Himmat Nagar Near Kanha Restaurant Tonk road Jaipur 302018 Partner of M/S Ravi Surya Affordable Homes do Hereby Declare that I have applied for Registration of Our Project "Surya Residency" under The Real Estate (Regulation and Development) Act 2016 on 23/11/2017.

I Declare

1. That the Agreement for sale/Builder buyer agreement of our project "Surya Residency" is in accordance to the Form -G of Real Estate Regulation and Development Act-2016.
2. That none of the terms and condition of the Agreement to sale Presented by us violate the laws and rules of The Real Estate (Regulation and Development) Act,2016 & Rajasthan Real Estate (Regulation and Development) ,2017.
3. That if any contradiction arises in the future the deponent will be responsible for it.

Identified by  
Attested by  
For Ravi Surya Affordable Homes  
Partner  
ATTESTED  
NOTARY PUBLIC  
JAIPUR (INDIA)

23 NOV 2017

क्रम संख्या:- 10485 दिनांक:- .....

रकम:- 50 .....

नाम:- .....

पिता/पति का नाम:- श्री सुम किशोरदास 'को म्' .....

पता:- .....

वास्ते:- .....

आशा टिक्कीवाल

स्टाम्प विक्रेता

लाईसेन्स नम्बर 36/96

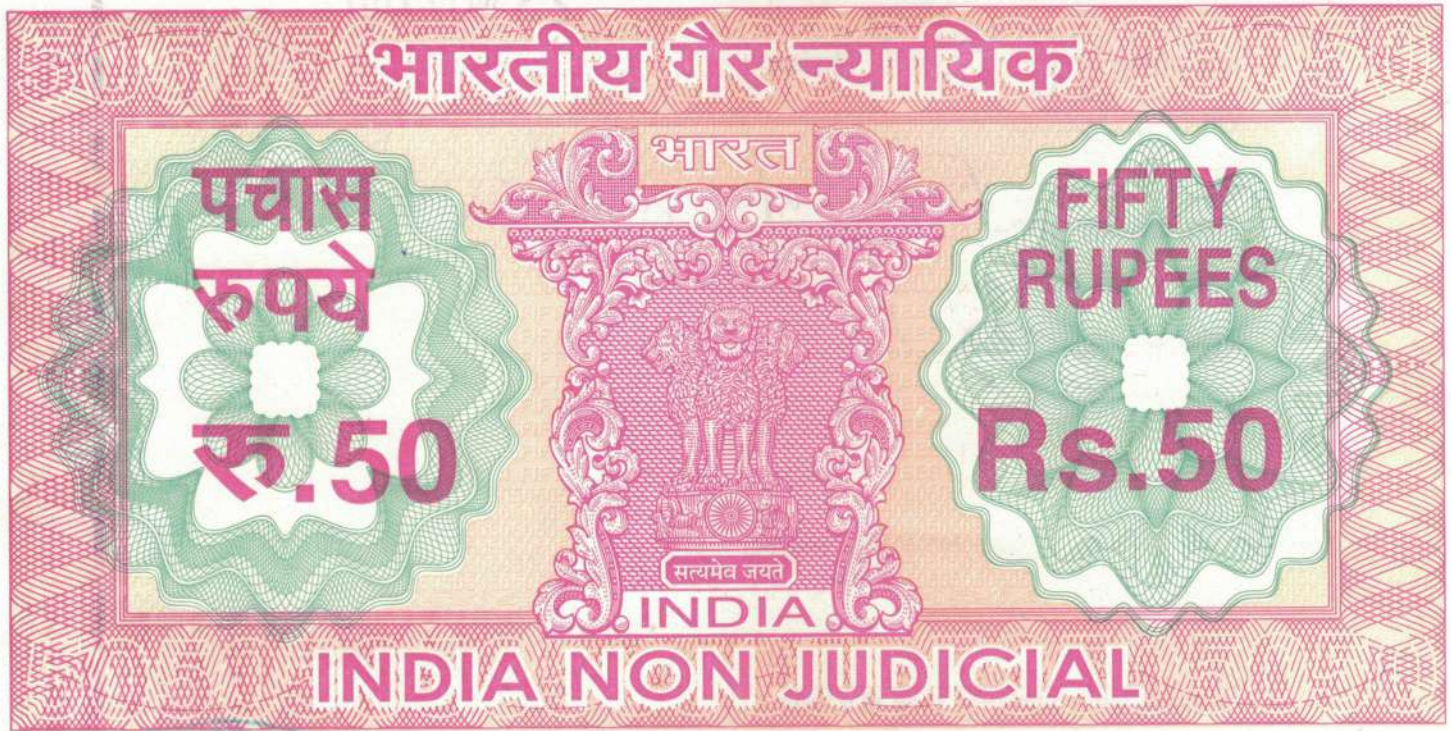
राजस्थान उच्च न्यायालय, जयपुर

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत  
स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत अवसंरचना सुविधाओं हेतु  
(धारा 3-क)-10% =5/-
2. गाय और उसकी नस्ल के संरक्षण और  
संवर्धन हेतु (धारा 3-ख)-10% =5/-

कुल योग =10/-

हस्ताक्षर स्टाम्प वेण्डर



राजस्थान RAJASTHAN

P 335803



Verification

I Ravindra Pratap S/o Late Shri Bhagwan singh Parihar resident House No K-47-48 Himmat Nagar Near Kanha Restaurant Tonk road Jaipur 302018 do hereby declare on oath that the facts mentioned above are true and correct.

Dated-23/11/2017

Place-Jaipur.

For Ravi Surya Affordable Homes  
Ravindra Singh  
Partner

ATTESTED  
NOTARY PUBLIC  
JAIPUR (INDIA)

25.11.2017

23 NOV 2017

क्रम संख्या:- 10464 दिनांक:- .....

रकम:- 50

नाम:- .....

पिता/पति का नाम:- श्री सुम/हमेश्वर जेठवा

पता:- .....

वास्ते:- .....

आशा टिक्कीवाल

स्टाम्प विक्रेता

लाईसेन्स नम्बर 36/96

राजस्थान उच्च न्यायालय, जयपुर

|                                                                               |  |
|-------------------------------------------------------------------------------|--|
| राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत<br>स्टाम्प राशि पर प्रभारित अधिभार |  |
| 1. आधारभूत अवसंरचना सुविधाओं हेतु<br>(धारा 3-क)-10% =5/-                      |  |
| 2. गाय और उसकी नस्ल के संरक्षण और<br>संवर्धन हेतु (धारा 3-ख)-10% =5/-         |  |
| कुल योग =10/-                                                                 |  |
| हस्ताक्षर स्टाम्प वेण्डर                                                      |  |



*Ravi Surya Affordable Homes*

FOR RERA PURPOSE

Allotment No.....

Date.....

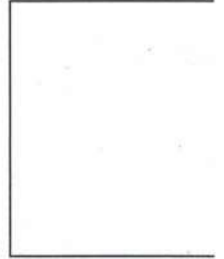
**ALLOTMENT LETTER**

Applicant Name-.....

.....

.....

.....



This is reference to your Application No.....Dated.....for allotment of a flat in “Surya Residency” Scheme of CM AWAS YOJANA 2015 situated at Gandhi path road Girdharipura Jaipur .The Project is situated at Khasra No 30 & 36 Girdaripura Jaipur.

This is to certify that you have been allotted a Flat No.....on .....Floor in Block.....Unit Type EWS/LIG Type1/LIG Type2/LIG Type3 Having Carpet Area.....Sq.ft and Super Built Up Area .....Sq.ft (Approx).

This Document is hereby issue on this Date.....,Under the seal and signature the Ravi Surya Affordable Homes.

For Ravi Surya Affordable Homes

*Ravi* Partner

Authorize Seal & Signature

(For Ravi Surya Affordable Homes)

FOR RERA <sup>1</sup>

## AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as "**Agreement**") is executed at Jaipur on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between:

1. **M/s Ravi Surya Affordable Homes**, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its registered office at E-172, Ramesh Marg, C-Scheme, Jaipur (Rajasthan) PAN AAVFR7096Q, through its authorized person Mr. Sumit Luharia S/o Mr. Suresh Kumar Luharia, Residing at 378, Vasundhra Colony, Tonk Road, Jaipur (Rajasthan) Aadhar No. 952216305407 authorized vide authorization dated 23-11-2017, here-in-after referred as "**BUILDER/DEVELOPER**".

AND

(1) **Mr. Kana alias Kanaram Jat** son of Bhagwan Sahay, (2) **Mr. Prakash Choudhary** son of Bhagwan Sahay, (3) **Mr. Narayan Jat** S/o Govinda, (4) **Mr. Ganesh Choudhary** S/o Govinda, (5) **Mr. Sujya alias Suresh Choudhary** S/o Govinda, (6) **Mr. Ramu alias Ramlal Choudhary** S/o Govinda, (7) **Mr. Shaitan Singh Choudhary** S/o Prabhat, (8) **Mr. Kaluram Choudhary** S/o Prabhat, R/o Village Girdharipura, Tehsil and District Jaipur (Rajasthan), through General Power of Attorney Holder M/s Ravi Surya Affordable Homes, registered office at E-172, Ramesh Marg, C-Scheme, Jaipur (Rajasthan), through its authorized person Mr. Sumit Luharia S/o Mr. Suresh Kumar Luharia, Residing at 378, Vasundhra Colony, Tonk Road, Jaipur (Rajasthan) Aadhar No. 952216305407 (Said General Power of Attorney was duly registered with the office of sub-registrar IX Jaipur on dated 20-06-2017, in Book No. 4, Volume No. 2, Page No. 54, S. No. 201703182400066 and copy of the same was filed in additional Book No. 4, Volume No. 3, Page No. 487 to 499), here-in-after jointly referred as "**OWNERS/THE LAND OWNERS**".

which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees of Builder/Developer and Owners/The Land Owners, Both Jointly are referred as the **FIRST PART**.

Signatures of parties:

For Ravi Surya Affordable Homes

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

AND

2. Mr./Mrs./Ms. \_\_\_\_\_, age \_\_\_\_\_ Years,  
 Son/Daughter/Wife of \_\_\_\_\_ resident of \_\_\_\_\_  
 \_\_\_\_\_ Aadhar No. \_\_\_\_\_  
 \_\_\_\_\_ PAN \_\_\_\_\_.

JOINTLY WITH

Mr./Mrs./Ms. \_\_\_\_\_, age \_\_\_\_\_ Years,  
 Son/Daughter/Wife of \_\_\_\_\_ resident of \_\_\_\_\_  
 \_\_\_\_\_ Aadhar No. \_\_\_\_\_  
 \_\_\_\_\_ PAN \_\_\_\_\_.

(here-in-after singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context of meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees) of the **SECOND PART**.

The Builder/Developer, Owner/ The Land Owner and Allottee(s) shall here-in-after be collectively referred to as "Parties" and individually as "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) "APARTMENT" whether called block, chamber, dwelling unit, flat, office, showroom, shop, go-down, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for

Signatures of parties:

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;

- (c) **"APPLICABLE LAWS"** shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Jaipur Development Act 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Chief Minister Jan Awas Yojana, 2015, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
- (d) **"ASSOCIATION OF ALLOTTEE(S)"** means an Association of Apartment owners to be formed, or deemed to have been formed, consisting of the apartment owners in the building acting as a group in accordance with the applicable bye-laws and shall include society formed by apartment owners, cooperative society of allottees or a federation of allottees as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;
- (e) **"BROCHURE"** shall mean the brochure showing the details and specifications of the project as circulated by the Developer at the time of booking of Apartment or Flat or Building, as the case may be.
- (f) **"BUILT-UP AREA"** shall means the sum of area of apartment or Flat, it shall include area encompassed within the walls of apartment or flat, all balconies, whether covered or un-covered, and thickness of wall, in case there be as common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- (g) **"BUILDING PLANS"** shall mean the plans and designs of Building constructed or to be constructed on the Scheduled Land,

Signatures of parties:

For Ravi Surya Affordable Homes

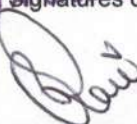
DEVELOPER  
ALLOTTEE(S)

LAND OWNER

which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Builder and/or Architect(s) in accordance with Applicable Laws.

- (h) **"CARPET AREA"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts exclusive balcony of verandah area, but includes the area covered by the internal partition walls of the apartment.
- (i) **"CLUB HOUSE"** means a club house having amenities such as indoor games, Equipped gym, Multipurpose hall/ Community centre, activity room, kids area, for the residents/occupants of the Flats and shops on the basis of allotment which would be separately conferred by Developer with his discretion. Here it is pertinent to mention that Club House would not be deemed to be a part of common area and would be under the exclusive ownership of Developer with right of further sale and transfer.
- (j) **"COMMON AREAS AND FACILITIES OF THE PROJECT"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule- C & D** attached hereto. However, any areas, facilities and equipments reserved for a specific group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
- (k) **"COMMERCIAL PART"** shall mean shop/office/showroom/ institutional space etc. built in the said building.
- (l) **"COMPLETION CERTIFICATE"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

For Ravi Surya Affordable Homes  
Signatures of parties: -

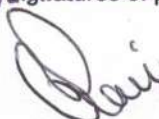
 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNWER

- (m) **"DELAY PAYMENT CHARGES"** means the charges to be paid on account of delay in the payment as interest on the amount due at the Interest Rate (Specified herein below).
- (n) **"DEVELOPER/BUILDER"** shall mean M/s Ravi Surya Affordable Homes as mentioned in the developer agreement dated 13-06-2017 executed between Land Owners and M/s Ravi Surya Affordable Homes regarding schedule land.
- (o) **"EARNEST AMOUNT"** shall mean 10% of the total price of the unit/apartment.
- (p) **"FACILITY FOR PARKING"** shall mean the parking space which forms part of the Common Areas and Common Facilities of the Project, provided in the Project being developed upon the Scheduled Land.
- (q) **"FORCE MAJEURE"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
  - (i) acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
  - (ii) explosions or accidents, air crashes and shipwrecks; or
  - (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
  - (iv) war or enemy action or terrorist action; or
  - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
  - (vi) non-availability of steel, cement, Bajari or other building material or water supply or electric power or like; or
  - (vii) Natural calamity or by reason of any national or international happening or event; or
  - (viii) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction , court order or direction from any governmental authority that prevents or

For Ravi Surya Affordable Homes  
Signatures of parties.

 Partner

DEVELOPER  
ALLOTTEE(S)

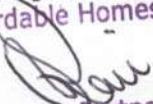
LAND OWNWER

restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.

- (ix) any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- (r) **"INTEREST RATE"** mean the state bank of India highest marginal cost of leading rate plus 2% or such other rate as may be applicable from time to time as per the act and rules.
- (s) **"INTEREST"** means the interest payable at the rate specified in the rules.
- (t) **"LIMITED COMMON AREAS AND FACILITIES OF THE SAID PROJECT"** shall mean those common areas and facilities which are designated in writing by the Builder before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- (u) **"LAND OWNERS"** shall mean (1) Mr. Kana alias Kanaram Jat son of Bhagwan Sahay, (2) Mr. Prakash Choudhary son of Bhagwan Sahay, (3) Mr. Narayan Jat S/o Govinda, (4) Mr. Ganesh Choudhary S/o Govinda, (5) Mr. Sujya alias Suresh Choudhary S/o Govinda, (6) Mr. Ramu alias Ramlal Choudhary S/o Govinda, (7) Mr. Shaitan Singh Choudhary S/o Prabhat, (8) Mr. Kaluram Choudhary S/o Prabhat, R/o Village Girdharipura, Tehsil and District Jaipur (Rajasthan) as mentioned in the lease deed S. No. D-983, dated 05-10-2017 issued by JDA Jaipur.
- (u) **"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.
- (v) **"PARA"** means a para of this Agreement.
- (w) **"PARTS"** the said project is divided in two parts namely part -1 residential part and part-2 commercial part, construction of said project would be done in phased manner (as mentioned above Part-1 & Part-2), Commercial part would be constructed initially and later-on the rest of parts would gradually be developed, at the completion of each of phased construction it would deemed to be completed for its phase, such as if commercial part have been

Signatures of parties:

For Ravi Surya Affordable Homes

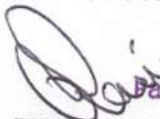
  
Partner  
DEVELOPER  
ALLOTTEE(S)

LAND OWNER

constructed, the commercial part would be presumed to be completed thereafter Residential part would be developed and at its completion residential part would be deemed to be completed in all aspects for its occupants/owners of units/ Apartment. At the completion of concern phase/part (i.e part 1 & part 2 as the case may be) the entire payment of said apartment will have to be paid by each allottee(s) before possession.

- (x) **"PAYMENT PLAN"** shall have the meaning described in **Schedule-H** of this agreement.
- (y) **"PROSPECTUS"** means the prospectus showing the details and specifications of the project as circulated by the developer at the time of booking of apartment or flat or building, as the case may be.
- (z) **"PROJECT"** shall mean the Project, being constructed on the Project Land and named as **"SURYA RESIDENCY"**.
- (aa) **"REGULATION"** mean the Regulation made under the Act.
- (ab) **"RESIDENTIAL PART"** shall mean 1/2/3 BHK flat/unit built above part-1 (i.e. commercial part) in the said building including basement parking (subject to developer's allotment).
- (ac) **"RULES"** means Rajasthan Real Estate (Regulation and Development) Rules, 2016.
- (ad) **"SCHEDULE"** means the Schedule attached to this agreement.
- (ae) **"SCHEDULED LAND"** shall mean residential converted Land Khasra No. 30 & 36, at Village Girdharipura, Tehsil & District Jaipur admeasuring 14516.17 Sq. Mtr. on which the Project named **"SURYA RESIDENCY"** is being developed and is demarcated and shown in **"Schedule A"** attached herewith.
- (af) **"SECTION"** means the section of the Act.
- (ag) **"SUPER BUILT UP AREA"**:- shall mean the built up area of residential unit along with proportionate common area occupied by walk ways , corridors, water tanks, electrical transformers and panel, generator room, lifts, elevator, lobby, and all spaces meant for common use of the allottees/buyers of the complex.
- (ah) **"UNDIVIDED PROPORTIONATE SHARE"** shall mean and include the proportionate share, right and interest in the Land

For Ravi Surya ~~Partners~~ **Partners**

  
**Partner**  
 DEVELOPER  
 ALLOTTEE(S)

LAND OWNER

corresponding to the Flat agreed to be bought by the Allottee where the proportion is to be determined by comparing built up area of Flat with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Flat.

- (2) 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 (Rajasthan Act No. 35 of 1959) or in the Rajasthan Municipalities Act 2009 (Rajasthan 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 law.

WHEREAS:

- A. Whereas an agriculture land bearing khasra no. 30 & 36 total rakba 6 bigha situated at village Girdharipura, Tehsil & District Jaipur, in this concern khatedari of said land is in name of Land Owners. The Land Owners are jointly applied for change of land use from agriculture to non-agriculture use under the provisions of section 90-A of Rajasthan Land Revenue Act 1956. Thereafter JDA Jaipur passed a order under section 90 "A" of Rajasthan Land Revenue Act 1956 vide case no. 21/2017 and accept to surrender of above khatedari land of land owners in name of JDA Jaipur.
- B. The Land Owners being the absolute owners of land bearing khasra no. 30 & 36 total rakba 6 bigha situated at village Girdharipura, Tehsil & District Jaipur (Rajasthan), entered into a Development Agreement dated 13-06-2017 with the Developer, for development and construction of a real estate project on the said land admeasuring 6 Bigha, which was duly registered before the office of sub-registrar IXth Jaipur on dated 20-06-2017, in Book No. 1, Volume No. 43, Page No. 6, S. No. 201703182102427 and copy of the same was filed in additional Book No. 1, Volume No. 169, Page No. 58 to 77 ("**Developer Agreement**").
- C. The Land Owners had jointly executed a power of attorney (with sale right) dated 13-06-2017 in favour of Developer firm through authorized person Mr. Sumit Luharia regarding land bearing khasra no. 30 & 36 total rakba 6 bigha situated at village Girdharipura, Tehsil & District Jaipur (Rajasthan), which was duly registered before the office of sub-registrar

For Ravi Surya  Signatures of parties

Partner

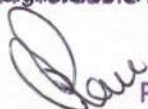
DEVELOPER  
ALLOTTEE(S)

LAND OWNWER

IXth Jaipur on dated 20-06-2017, in Book No. 4, Volume No. 2, Page No. 54, S. No. 201703182400066 and copy of the same was filed in additional Book No. 4, Volume No. 3, Page No. 487 to 499 ("**Power of Attorney**"), authorizing to do all the works in respect of the said land admeasuring 6 Bigha, including development of the said 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 developer is duly authorized to execute required agreement on behalf of the Land Owners.

- D. Thereafter a single patta (lease deed for 99 years) was issued by Jaipur Development Authority Jaipur in respect of scheduled Land, on dated 05-10-2017 bearing No. D-983, in favour of Land Owners, which was duly registered before the office of sub-registrar IXth Jaipur on dated 06-10-2017, in Book No. 1, Volume No. 55, Page No. 78, S. No. 201703182104899 and copy of the same was filed in additional Book No. 1, Volume No. 218, Page No. 424 to 433 ("**JDA PATT**A").
- E. Accordingly, Land Owners became joint and absolute owners of the Scheduled land and have legal title of the Schedule Land with legally valid documents.
- F. The Project Land is earmarked for development of a Group Housing Project and the said project shall be known as "**SURYA RESIDENCY**". ("Project");
- G. The Developer agrees and undertakes that they shall not make any changes to Approved layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- H. The Developer is fully competent to enter into this agreement and all the legal formalities with respect of right, title and interest of the Land Owner regarding the project land on which the project is being developed have been completed.
- I. The Land is free from all encumbrances.
- J. The Developer has conceived, planned and is in the process of constructing and developing "project" after getting necessary permissions/approvals from the concern competent authorities and which inter-alia comprising of apartment/building and includes the common areas, the development works, all improvements and structures thereon,

For Ravi Surya Signatures of Parties

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

and all easement, rights and appurtenances belonging thereto, on a piece and parcel of Schedule Land, is fully described in the Schedule-A.

- K. The Project has been registered with the "RERA" on dated \_\_\_\_\_ and the project registration certificate No. is \_\_\_\_\_. This registration is valid for a period of \_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the regulatory Authority. The details of Developer and project are also available in the website (www.rera-rajasthan.in) of the regulatory authority.
- L. As per the UDH order dated 31.05.2017, the empanelled Architect has approved the building plans and the maps accordingly for the said building and has also accorded the permission for building construction as per approved maps vide its letter dated 25-10-2017 and has released the maps accordingly, which have been submitted to concerned local authority also, copy of approved maps enclosed as **Annexure -1**.
- M. The Developer has presented an Affidavit to concerned development authority regarding Fire NOC the same shall be taken before Completion of the project.
- N. NOC for height clearance for the Project is not required.
- O. The Developer has presented an Affidavit to concerned development authority regarding Environmental clearance and the same shall be taken before Completion of the project.
- P. That Developer has conceived and detailed plan of development work to be executed in the said project. Details of the plan of development work to be undertaken in the said project and the proposed facilities to be provided including fire-fighting facilities, water facilities, emergency evacuation services, etc., as provided in clause (e) of sub-section (2) of section 4 of the Act, have been specifically provided under **schedule-E**.
- Q. The details of specification of material use/to be used in construction of the said project have been specifically provided in **schedule -I** attached hereto.
- R. The Stage wise time-schedule for completion of the project including the provisions of civil infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works been specifically provided in **Schedule-J** attached hereto.

For Ravi Surya Signatures of parties



Partner

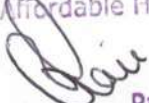
DEVELOPER  
ALLOTTEE(S)

LAND OWNER

- S. Developer has opened a separate account in \_\_\_\_\_ Bank in Branch \_\_\_\_\_ for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- T. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Developer and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit/Apartment') 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 as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- U. On application as aforesaid, the Allottee(s) has been allotted an apartment located in the said project and of pro-rata share in the common area and facilities of the said project and more particularly described in schedule "M" attached herewith.
- V. The Floor Plan of the unit (as described in Annexure-2) and building in the said project in given in schedule A and Annexure -1.
- W. The Developer retains full ownership, and all rights, title and interest in the Club house, which shall be treated as an independent unit which may be transferred by the Developer to any other person or entity. The Allottee(s) will be free to avail the facilities of the club house by making separate payments to the concerned entity.
- 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, notifications 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 this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

Signatures of parties:

For Ravi Surya Affordable Homes

  
Partner  
DEVELOPER  
ALLOTTEE(S)

LAND OWNWER

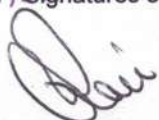
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. **TERMS:**

- (1.1) Subject to the term and conditions as detailed in this agreement, the Developer hereby agrees to sell to the Allottee(s) and the allottee(s) hereby agrees to purchase and received the unit more specifically given in the **Schedule M** hereunder.
- (1.2.1) The Basic sale consideration of the unit/apartment is Rs. \_\_\_\_\_ / (Rupees \_\_\_\_\_ only) including consideration of exclusive balcony (here-in-after referred to as "**Basic Sale Consideration of Unit**").
- (1.2.2) The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay taxes, charges, deposit, etc. (here-in-after referred as "**Additional Payments**").  
 GST: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).  
 Maintenance security \_\_\_\_\_.  
 Club House Charges \_\_\_\_\_. (if any)  
 \*(Club house charges are compulsory for 2 or 3 BHK flat holders, whereas it is optional for 1 BHK Flat holders and shops)
- (1.2.3) The aggregate of basic sale consideration of unit and Additional Payments in respect of the Unit shall here-in-after be referred to as "**Total Payable Amount**".
- Explanation :
- (i) The Total Payable Amount includes the booking amount paid by the allottee(s) to the Developer towards the Unit and Proportionate cost of fire fighting and fire safety equipments as required under existing regulations. All other charges, which are specifically mentioned in this agreement and does not form part of the Total Payable

For Ravi Surya Affordable Homes



Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

Amount. shall be paid by the Allottee(s) in addition to Total Payable Amount as per this agreement.

- (ii) The Total Payable Amount includes Taxes (consisting of tax paid or payable by the Developer 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 or Maintenance Society . However The Total Payable Amount does not include Stamp Duty, Surcharge, Registration Fees, Documentation Charges, Advocate Fees and any other charges applicable at the time of registration of this agreement, Conveyance Deed/Sale Deed, Sub-Lease Deed, electricity connection charges, UD tax etc. in respect of the Unit/Apartment. Further the Total Payable Amount above does not include upfront maintenance charges, which shall determined by the Developer on 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 or Maintenance Society. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of the project land and project as and when demanded by the Developer.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer 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;

Signatures of parties:

For Ravi Surya

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

- (iii) The Developer shall periodically intimate to the Allottee(s), the amount payable as stated in plan given in **Schedule H ("Payment Plan")** and the Allottee(s) shall make payment demanded by the Developer within 15 days of demanded by the Developer. In addition, the Developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.3 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Developer 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 Developer 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 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 above, the Developer has already received an advance/ booking amount from the Allottee(s) a sum of Rs. ..../- (Rupees ..... only) (details of received amount by the Developer from Allottee (s) are fully described in **Schedule-K**) out of the total Payable and the Allottee(s) agrees and undertakes to pay the balance amount described and set out in **Schedule-H** of the Total Payable Amount Strictly in accordance with the payment plan.

For Ravi Surya Affordable Homes  
Signatures of parties:

 Partner

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ALLOTTEE(S)

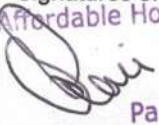
LAND OWNER

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 Rate, along with taxes including GST for any due under this Agreement.

- 1.5 The Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule M** in respect of the unit or the said project without the previous written consent of the Allottee (s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Developer may send a letter to the Allottee(s) for the purpose of taking such consent through registered A.D. on the address mention 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 may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act.

- 1.6 The Developer shall confirm to the final carpet areas/Super Built-up Area and balcony area that has been allotted the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the carpet areas/Super Built-up Area. The Total payable Amount payable for the unit shall be recalculated upon confirmation by the Developer. If the there is reduction in the carpet areas/Super Built-up Area and balcony area than the Developer 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 areas/Super Built-up Area and balcony area of the unit allotted to the Allottee(s), the Developer may demand the additional consideration, charges, taxes, etc. from the Allottee with 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.

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 For Ravi Surya Affordable Homes  
  
 Partner  
 DEVELOPER  
 ALLOTTEE(S)

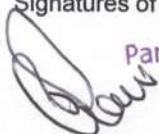
LAND OWNER

1.7 Subject to clause No. 9, the Developer agreed and acknowledges that after registration of conveyance deed of the unit, the Allottee(s) shall have the right to the Apartment/unit 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 of the said project. 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 Developer shall handover the common areas to the Maintenance Society 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 whole project, except the project, which has been specifically defined in this agreement.
- (iii) That the computation of the price of the Apartment/unit 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/unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project as per this agreement.
- (iv) To assess the extent of development of the said project and his unit, the Allottee(s) may visit the said project. However, the Developer discourages such kind of visit by the allottee(s) and his/her family members due to the risk at construction site. If the Allottee(s) decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are full swing and the Developer shall not in any way be held responsible for any accident, fall of any object, misshaping etc. caused

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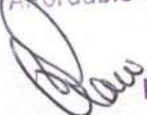
LAND OWNER

to/with Allottee(s) and his/her accompanying person's while using the site. Further, the Developer strictly prohibits the visit of children at construction site.

- 1.8 The Allottee(s) agrees and understands that the Developer 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 apartment. The Allottee(s) shall have no rights to sell/transfer/deal with the parking space independent of the apartment. 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 JDA, Jaipur or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of maintenance society. The Developer and the Allottee(s) shall at all time comply with rules, regulation, guidelines and other directions applicable in this regard.
- 1.9 The Allottee(s) agrees and understands that except the unit as described in **Schedule-M** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Developer, which they shall be free to deal with, in accordance with applicable laws.
- 1.10 The Developer shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future Project at any suitable place in the Project and the Allottee(s) and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Developer.
- 1.11 The Allottee(s) hereby agrees and acknowledges that the Developer shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.12 The Developer Agrees to pay all outgoing/ dues before transferring the physical possession of the unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Developer fails to pay all or any of the outgoing/dues collected by it from the Allottee(s) before transferring the Unit to the

Signatures of Parties:

For Ravi Surya

 Partner

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Allottee(s), the Developer 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.

- 1.13 That the said project shall always be known as **"SURYA RESIDENCY"** and the name of the said project shall not be changed except with the consent of the Developer.
- 1.14 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 or apartment within 10 years of allotment, the developer shall be entitled to cancel the allotment and conveyance deed of the said unit or apartment and allot the said unit to other applicant in the waiting list.
- 1.15 The Allottee(s) shall occupy the said unit or apartment within one year from the date of possession of the said unit/apartment, 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 shall send list of units which have been canceled to JDA, Jaipur and thereafter, allot the said unit to other applicant in the waiting list.
- 1.16 Concerned project is AFFORDABLE HOUSING PROJECT, in this project all the rebate/benefits given by The Central government will be applicable, but if by any means, these benefits/rebates/taxes etc. are being withdrawn or not been conferred by the Government to the concerned project, in that case any rebate/taxes/etc. withdrawn earlier, will be realized from each of prospective Allottee in proportionate share before his/her possession.

## 2 **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, 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 **"RAVI SURYA AFFORDABLE HOMES"** Payable at Jaipur. The receipt would be valid only after realization of said cheque/ demand draft/ banker's cheque and effect of credit in account of the Developer. However, the date of

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credit shall be deemed to be date of payment of installment, by the Allottee(s). However in case of dishonor of cheque/ demand draft/ banker's cheque, as the case may be, the Allottee(s) shall be liable to pay Rs. 5000/- (Rupees Five Thousand Only) towards dishonor charges.

### 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 others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approval which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the

For Ravi Surya Signatures of parties:-

 Partner

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ALLOTTEE(S)

LAND OWNER

Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

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

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

5. **TIME IS ESSENCE:**

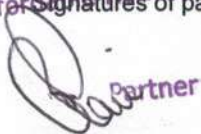
The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/unit to the Allottee(s) and the common areas and common Facilities of the said project to the Maintenance Society or Owner's Association.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee(s) has seen, understood and accepted the Approved layout plan of the project, specifications, 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 Developer. The Developer 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 Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and the procedure agreed under clause 1.6 hereinabove, and breach of this term by the Developer shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:**

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Partner

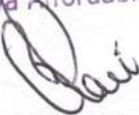
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ALLOTTEE(S)

LAND OWNER

- 7.1 **Schedule for possession of the said Apartment-** The Developer agrees and understands that timely delivery of possession of the Apartment/unit to the Allottee and the common areas and facilities of the said project to the Maintenance Society or Owner's Association is the essence of the Agreement. The Developer assures to handover possession of the Apartment/unit along with ready and complete common areas and facilities of the said project with all specifications, amenities and facilities of the Project in place on or before 22-11-2021, 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 Developer shall be entitled to the extension of time for delivery of possession of the Apartment/unit and the developer shall not be liable to pay any penalty/interest/compensation during such force majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, which shall be assessed by the developer, the developer shall inform the allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee with delay payment charges computed at interest rate within forty-five days from the date on which termination effective. After refund of the money paid by the Allottee, the Allottee agreed that he/she shall not have any rights, claims etc. against the Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession:-** The Developer, upon completion of the project vide written intimation (**Offer Letter**) offer in writing the possession of the Apartment, to the

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Allottee(s) in terms of this Agreement to be taken within 30 days from the date of offer letter given to the allottee(s) by the Developer, the allottee(s) shall make payment of all dues, outstanding, Stamp Duty, Surcharge, Registration Fees and other incidental charges, interest if any, maintenance security etc. to be paid by the Allottee(s) to the Developer as per this agreement and to execute and register conveyance deed of the unit/apartment. The 30th day of offer letter shall be referred to as "**Demand date of possession**", whether or not, the allottee(s) take the actual physical possession of the unit. The Developer 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/apartment together with proportionate indivisible share in common areas of project and also handover possession of the unit/apartment. The Developer 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 Developer which the Developer is liable to comply/carry out as per the applicable laws provided such failure is not on account of reasons beyond the control of the Developer and/or on account of any default on the part of the allottee(s). The Allottee(s) shall be solely responsible and liable to compliance of the provisions of Indian Stamp Act 1899, Rajasthan Stamp Act 1998, and Registration Act 1908 including any action taken or deficiencies/penalties imposed by the competent authority. The developer shall not be responsible for any damage caused to the unit on account of delay on the part of 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 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.

**7.3 Possession of the Allottee:-** After handing over physical possession of the Apartment to the Allottee, it shall be the

For Ravi Surya Associates Pvt. Ltd.



Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

responsibility of the Developer to handover the necessary documents and plan, including common areas to the Maintenance Society accordance with the Act.

- 7.4 **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) cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the earnest Amount, any taxes, duties, cess, etc. deposited by the Developer to the concern department/authority in respect of 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 till such date and the balance amount shall be returned by the Developer to the Allottee(s) without any interest, after the sale of Unit to a new allottee/buyer, from the amount realized from the such new allottee/buyer.

- 7.5 **Compensation:-** Land Owner 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 Developer 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 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 Developer 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

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Signatures of parties:  
  
 Partner

DEVELOPER  
 ALLOTTEE(S)

LAND OWNER

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.

- 7.6 The Allottee shall be liable to pay from the deemed date of possession, house tax, property tax, fire-fighting tax or any other fees, cess or tax as applicable under law, as and when levied by any local body or authority and Local body or authority and so long as the unit of the Allottee(s) is not separated assessed to such taxes, fees or cess, the same shall be paid by the allottee(s) in proportion of super built-up area of unit.

**8 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:-** The Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Land Owner has absolute, clear and marketable title with respect to the said Land and the as per collaboration/development agreement with the developer 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 has been conferred to developer in the light of collaboration/development agreement.
- (ii) The Developer 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit.
- (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 Developer 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 Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing,

For Ravi Surya Affordable Homes  
Signatures of parties:-

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

- (vii) The Developer has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect of said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Developer confirms that the Developer 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 Developer 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.
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till possession of the Apartment along with common areas (equipped with all the specifications, 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 Developer in respect of the said Land and/or the Project.
- (xiii) Developer 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 shall issue the payment receipt 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).

For Ravi Surya A. Suresh  
Signatures of parties:

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Developer 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.
- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer 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.
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer 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.

For Ravi Sun... Affordable Homes  
Signatures of parties:

  
DEVELOPER  
ALLOTTEE(S)

Partner

LAND OWNER

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

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 payments for consecutive one demands made by the Developer as per the payment plan, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Developer on the unpaid amount.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond one consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the earnest Amount and the interest liabilities and this Agreement shall thereupon stand terminated :  
Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other source but the Allottee(s) obligation to purchase the said apartment and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said apartment.
- (iv) Failure, pursuant to a request by the Developer, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the

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Signatures of parties:

 Partner

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ALLOTTEE(S)

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Developer or Association of Allottee(s), as the case may be.

- (v) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Developer or not executing documents as may be required under the law for such transfer.
- (vi) Dishonor/stoppage of payment by any cheque(s) including postdated cheques given by Allottee(s) for any reason whatsoever
- (vii) Sale /transfer / disposal off dealing with, in any manner, the reserved car parking space independent of the Unit or selling of the additional allotted parking space to any third party other than occupant of the Building and /or of the project.

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

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay 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 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Developer may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Developer shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Developer exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 9.4 (i) and (b) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter and (c) recover holding/safeguarding charges @ 5/- Rs. per sq. feet of Super Built-up Area per month on the Total Payable Amount of the Unit; and (d) taxes mentioned

For Ravi Surya Affordable Housing

Signatures of parties:



Partner

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ALLOTTEE(S)

LAND OWNER

in above Clauses (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Developer for the same.

- (iv) The rights and remedies of Developer under this Clause shall be in addition to other rights and remedies available to the Developer 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 of its right of charging such interest or of the other rights mentioned in this Agreement.

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

- (i) The Earnest Amount;
- (ii) All taxes, duties, cess, etedeposited by the Developer to the concerned department/ authority in respect of the Unit;
- (iii) The interest and charges paid/ payable by the Allottee(s) to the Developer as per Clause 9.4(i) and/ or 9.4 (iii), if applicable;

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

#### 10. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

10.1 The Allottee(s) shall pay in advance to the Developer /Society

Signatures of parties:

For Ravi Surya Affordable Homes

 Partner

DEVELOPER  
ALLOTTEE(S)

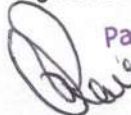
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proportionate maintenance charges @ Rs. 2/- per sq. ft./ per month as may be determined by the Developer /Society from time to time, in proportion to the area of the Demised Premises for the day to day maintenance of the Project including its Common Area and Common Facilities from the date of possession. Above maintenance charges only paid by flat holders/owner/occupier.

- 10.2 The Developer shall handover the Common Areas and Common Facilities of the Said project to the Owners Association in accordance with the Applicable Laws.
- 10.3 After the handover of Common Areas and Facilities of Said Project to Owners Association as per the Act, it shall be the responsibility of the Owners Association to run and maintain the Common Areas and Facilities of the Said Project recoverable proportionally from the Allottee(s) and from all other parties sand the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time and regularly.
- 10.4 The Allottee(s) hereby agrees that his/her right to the use of Common Area and facilities of the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligation in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.
- 10.5 Allottee(s) shall be bound by all the terms and conditions of the maintenance agreement and any other agreement entered by the Owners Association and any decision taken by the Owners Association as per it Bye-Laws.
- 10.6 The Allottee(s) hereby agrees to pay the Developer/society/body corporated as the case may be, a non-refundable interest free sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as payment towards "**Maintenance Security**" of the society or the body corporate as the case may be at the time of offer of possession. Upon formation of the society the Developer shall be bound to deposit this sum in separate bank account of the society, All principal and interest monies in the said account shall exclusively be used for

For Ravi Surya Affordable Homes

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 Partner

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maintenance, upkeep and repairs of the said building. The said maintenance security shall not be utilized for any purpose other than specifically approved by the society under its bye-laws. It is agreed that the monies to the credit of said maintenance security may be invested in fixed deposit/government securities and /or debt mutual funds or in any other manner as may be approved by the Developer/society/body corporate.

- 10.7 The Allottee(s) hereby agrees that in case short fall occurs in maintenance funds being available from interest earned out of corpus funds then, in addition of the money paid toward the said maintenance security referred to above, he/she/they shall pay such proportionate maintenance cost on a monthly basis as determined by the society and/or the Developer. Such payment shall be made latest by the 10th of every month in advance. in case of default of payment of the aforesaid charges the Developer or its nominee shall be entitled to discontinue/disconnect the service of water and electricity etc. to the said flat as also shall have right to recover the charges with minimum interest @ 24% p.a. from the Allottee and/or from the occupier of the flat/unit/apartment.
- 10.8 Till the Society is formed and the maintenance is handed over to it as stated above, the entire maintenance upkeep and preservation of the said building, operation of the common services and management of common areas therein shall be done by the developer. The developer shall maintained the building/project from the maintenance security and its earnings, but if any shortfall occurs in maintenance funds being available from interest earned out of maintenance security funds then, the flat owner/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the Developer on the terms and conditions maintained herein unless agreed to separately. The Allottee agrees to pay proportionate share of all expenses incurred by the Developer for maintenance of said building "\_\_\_\_\_" as and when demanded by the Developer.

# 11. DEFECT LIABILITY:

For Ravi Surya Affordable Homes  
Signatures of parties:

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ALLOTTEE(S)

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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 as per this Agreement relating to such development is brought to the notice of the Developer within a period of five years by the allottee from the date of handing over possession or demand date of possession whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within thirty days, and in the event of developer's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to force majeure shall not be covered under defect liability period.

## 12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Developer, agrees to indemnify and keep fully indemnified, hold harmless and defend the Developer, 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 or which the Developer may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or or damage directly attributable to the obligations of the Allottee(s) 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 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 and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Developer within the time prescribed in Clause 20 and/ or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or (vii)

Signatures of parties:

For Ravi Surya Affordable Homes

Partner

DEVELOPER  
ALLOTTEE(S)

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

- 12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 12.3 The indemnification rights of the Developer under this Clause shall be in addition to any other rights and remedies available to the Developer under Applicable Laws, equity and this Agreement.

### 13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Developer may have, the developer 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 may have under law or in equity or pursuant hereto.

### 14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer/ 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 Developer/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### 15. USAGE:

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

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Signatures of parties:

 Partner

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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.

**16. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ 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 said unit, and keep the said unit, 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 condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 The Allottee(s) shall be solely responsible for taking insurance of the unit/apartment and goods in the unit at its own cost and expenses.
- 16.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. 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/ unit 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 unit.
- 16.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the developer and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall

For Ravi Surya  
Signatures of parties:

 Partner

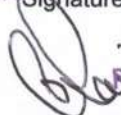
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ALLOTTEE(S)

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be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

- 16.4 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the developer/Owners Association and nowhere else. The non-observance of the provision of this clause shall entitle the developer or Owner Association, as the case may be, to enter the Apartment, if necessary and remove all non-conforming fitting & fixtures at the cost and expenses of the Allottee(s).
- 16.5 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 Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 16.6 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.
- 16.7 It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the building/ Project.
- 16.8 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 Project or for any illegal or immoral purpose.
- 16.9 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated.
- 16.10 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/ Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/ or the Unit.
- 16.11 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The

For Ravi Surya Affordable Homes  
Signatures of parties:

 Partner

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ALLOTTEE(S)

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Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

16.12 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer and thereafter the Maintenance Association and/ or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.13 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/Maintenance Association and the Developer/Maintenance Association may permit the same subject to appropriate conditions.

16.14 After handing over the Said Project, it shall be the responsibility of the Owner's Association for obtaining/renewal of insurance for the said project and pay insurance premium.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement he shall not mortgage or create a charge on the said Apartment / Building and if any such mortgage or charge is made or created then notwithstanding anything

For Ravi Surya Affordable Homes  
Signatures of parties:

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Building.

**20. BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer 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 as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Developer, then the Developer shall be entitle to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the developer shall have the option to cancel the allotment of the allottee and if so chosen by the developer, earnest amount deposited by the allottee shall be forfeited. However in case cancelation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee shall be liable to pay all the cost incurred by the Developer in respect of application and allotment of unit to the allottee, including preparation of this agreement, postal cost, advocate fees etc.

**21. 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 agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Building, as the case may be.

**22. RIGHT TO AMEND :**

For Ravi Surya Anand  
Signatures of parties:

  
partner

DEVELOPER  
ALLOTTEE(S)

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

**23. PROVISIONS 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Developer may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottee(s).

24.2 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.

**25. 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 the 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 this

For Ravi Surya A. Partner  
Signatures of parties:

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. 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.

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

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

| FIRST PARTY                                                       | ALLOTTEE(S) |
|-------------------------------------------------------------------|-------------|
| Ravi Surya Affordable Homes<br>Address E-172 Ramesh Marg C scheme |             |

For Ravi Surya Affordable Homes  
Signatures of parties:

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

|        |  |
|--------|--|
| Jaipur |  |
|--------|--|

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 Developer or the Allottee(s), as the case may be.

30. **JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Developer 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).

31. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of the agreement for sale for such apartment, shall not be construed to limit the rights and interests of the allottee or the Developer under the agreement for sale, under the Act, the rules or the regulations made thereunder.

32. **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.

33. **ELECTRICITY CONNECTION:**

33.1 That the Allottee(s) shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Developer if the same is incurred by the Developer. The Allottee(s) shall be entitled to avail and get electric connection from JVVNL only

Signatures of parties:

For Ravi Surya Affordable Homes

Partner  
DEVELOPER  
ALLOTTEE(S)

LAND OWNER

after the aforesaid obligations are complied with and N.O.C. obtained from Developer by him.

- 33.2 The Allottee(s) has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
  - 33.3 The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Developer.
  - 33.4 Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee(s) in proportion to the area of the Said Premises as per demand by the Developer /Maintenance Society.
  - 33.5 If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Developer/Society, additional fire safety measures are undertaken, then the Allottee(s) shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Developer /Society, which shall be final and binding on the Allottee(s).
34. **JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
  35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the

For Ravi Surya Affirmation  
Signatures of parties:

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Party to the First Part shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

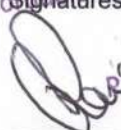
That in all the matters not hereby specifically provided, the decision of the Developer shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of common amenities, services and facilities at the said Project and/or Building or generally in relation to matters of upkeep and maintenance of the Project and/or Building, the decision of Developer/Service Company in that respect shall be final and binding on Allottee(s).

36. **CLUB HOUSE FACILITIES:** The Developer has/ shall design a club house, the club house shall be run and maintained by maintenance agency or by any other entity (here-in-after referred as "entity") as the developer thinks fit. The entity shall be entitled to make the rules and regulations for use of club facilities and the allottee undertakes to abide by such rules and regulations. The allottee shall be entitled to use the Club House subject to payment of operation charges, usage charges etc. in respect of the Club House as decided by the Developer from time to time along with applicable taxes and subject to the terms and conditions mentioned in Club House membership application form. Any allottee being a defaulter in terms of paying usage charges/ maintenance charges against the services availed in the club house shall not be allowed to use the services and facilities of the club house and the decision of developer is final in such an event.

### 36. OTHER TERMS

- (i) After getting conveyance deed registered in his/her/it favour, Allottee shall be entitled to transfer, lease out, mortgage or assigns the interest in its unit to any other person subject to the provisions of CHIEF MINISTER JAN AWAS YOJANA 2015. The allottee will take written permission from the developer in this regard. All the provisions contained herein and the obligations arising hereunder in respect of unit shall equally be

For Ravi Surya Affordable Homes  
Signatures of parties:

  
Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

applicable to and enforceable against any and all the occupiers, tenants, licenses and/or subsequent purchasers/assignees/ transferees/mortgagee of the unit, as the said obligations go along with the unit.

- (ii) That the Allottee hereby undertakes that he/she/it will not indulge into any activity or do any such act which will bring disrupt to the developer/association or other occupants, in any manner whatsoever.
- (iii) Two copies of this agreement shall be executed and both the Developer and the Allottee shall keep one copy each. Both the copies shall be considered as original.
- (iv) The Allottee will be entitled to start the interior work only after making full & final payment as per Payment Plan and after registration of conveyance deed. The Allottee shall take prior written permission from the developer/association about the all interior works proposed to be undertaken inside the unit. In no case use of lift will be allowed for carrying heavy materials.
- (v) That the said flat has been purchased by allottee specifically for residential/commercial (as the case may be) purpose. The allottee hereby undertakes that the said unit will not be used for any other purpose apart from as specified above and shall use the same in a manner that does not cause nuisance or annoyance to other occupants/owners of the project.
- (vi) The developer reserves the right to request the Allottee to provide any additional information or documents, as it may so desire pertaining to the Allottee and the Allottee agrees to furnish such information or documents without any objection whatsoever within the time prescribed by the developer.
- (vii) Use of the Common Areas and Facilities shall be subject to timely payment of maintenance charges and the Allottee agrees that in the event of any negligence or failure to pay maintenance charges on or before due date, the right to use such Common Areas and Facilities may be restricted without notice.
- (viii) The Allottee further agrees and undertakes to pay all Taxes and Cesses, Government rates, Ground rent (tax on land), municipal tax, property taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Governmental Authority on the Unit/Project as assessable or applicable from the date of the allotment. If the Unit is assessed separately the Allottee shall pay directly to the Governmental Authority and if the Unit is not assessed separately

For Ravi Surya Affordable Housing  
Signatures of parties:

Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee.

- (ix) As and when any plant and machinery within the Project/Unit, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Project, on pro-rata basis. The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
- (x) The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the Unit or execution of Conveyance Deed, whichever is earlier, all the requirements, requisitions, demands and repairs which are required by any Applicable Law or any Governmental Authority in respect of the Unit/Project at his/her own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- (xi) The Allottee agrees and understands that terms and conditions of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with Applicable Laws and such amendment shall be binding on the Allottee.
- (xii) The Allottee agrees that the provisions of this Agreement and those contained in other annexures are specific and applicable to Unit offered for sale in the Project and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Project(s) of the Company/its associates/ subsidiaries or other bodies in which the Company is an interested party.
- (xiii) The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Company fully informed at all times in this regard.

For Ravi Surya (Allottee) Signature of parties: -

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

- (xiv) The Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its directors, staff, agents, representatives, estate and effects, nominees, assignees, including the Maintenance Agency, indemnified and harmless against all or any losses, liabilities, claims, damages or consequences that the Company may suffer as a result of non-payment, non-observance, non-performance or breach of any of the covenants, warranties, undertakings, representations, terms and conditions stipulated in this Agreement or of any Applicable Laws by the Allottee. This will be in addition to any other remedy provided in this Agreement and/or available under Applicable Laws. The Allottee hereby accepts and acknowledges have clearly agreeing and understanding that this indemnity would cover all acts of commission and omission on the part of occupants, representatives, guests and/or any other person claiming under the Allottee.

**IN WITNESS WHEREOF** the Parties have signed this agreement with their free will and consent, without any compulsion or coercion on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ and in the presence of following witnesses :

SIGNED AND DELIVERED by the  
within named "**Developer**"

(Sumit Luharia)  
Authorized Signatory of **M/s Ravi Surya Affordable Homes**

SIGNED AND DELIVERED by the  
within named "**Owners/Land Owners**"

(Sumit Luharia)  
Authorized Signatory of **M/s Ravi Surya Affordable Homes**  
As General Power of Attorney holder of Mr. Kana alias Kanaram Jat, Mr. Prakash Choudhary, Mr. Narayan Jat, Mr. Ganesh Choudhary, Mr. Sujya alias

For Ravi Surya Affordable Homes  
Signatures of parties:

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

Suresh Choudhary, Mr. Ramu alias Ramlal Choudhary, Mr. Shaitan Singh Choudhary, Mr. Kaluram Choudhary

SIGNED AND DELIVERED  
within named "Allottee(s)"

( )

**WITNESSES:**

1.

2.

**SCHEDULE – A  
DESCRIPTION OF LAND**

Residential Land Khasra No. 30 & 36, at Village Girdharipura, Tehsil & District Jaipur admeasuring 14516.17 Sq. Mtr.

**BOUNDED & SURROUNDED**

Towards East–Other's Land  
Towards West– Other's Land,  
Towards North- Other's Land  
Towards South–Sector Road 30 Mtr. Wide

**Location Map**

Signatures of parties:  
For Ravi Surya Affordable Housing  
Partner

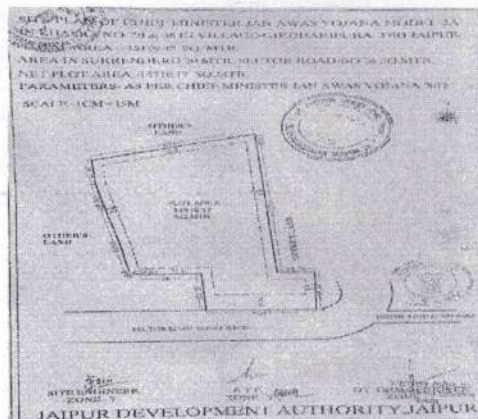
DEVELOPER  
ALLOTTEE(S)

LAND OWNER



### SCHEDULE-B

(Lay-out Plan of the Project)



### SCHEDULE-C

#### Details of Common Areas and Facilities

1. The Project Land Only.
2. The Stair Cases, Lift, Lift Lobbies, Fire escapes and common entries and exits of the building.
3. The Common terrace, open Parking areas and common storage spaces within project land.

Signatures of parties:

For Ravi Surya Affordable Homes

Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward shafts or for the lodging of apartment service personnel.
5. Installation of central service such as electricity, water and sanitation and incinerating system for water conservation.
6. The water tanks, pumps, motors, fans, compressors, ducts, and all apparatus connected with installation of common use.
7. All other portions 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**

1. Project land.
2. Sewer System.
3. Water Supply System.
4. Electric Supply System.
5. Fire-Fighting System.
6. Storm Water Drainage System.

#### **SCHEDULE-E**

##### **Development works to be undertaken**

The Developer has conceived a detail plan of development work to be developed in the said project:

1. Fire fighting equipments,
2. Overhead & underground storage tank drinking water facilities and other services,
3. Fire escape staircases,
4. Solar panel use of renewable energy,

#### **SCHEDULE-F**

##### **(Salient Features)**

- Located Near 200 Feet Delhi-Ajmer Bye Pass
- Earthquake resistance RCC frame structure
- Fire Resistance PVC insulated copper electric wire

For Ravi Surya Affordable Homes  
Signatures of parties:

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

- Lifts
- Sufficient electric points

**SCHEDULE-G**

(Details of external Development)

- Roads
- Footpath
- Water Supply
- Sewers
- Drains
- Tree
- Common Area Lighting
- Fire Fighting Requirements
- Rain Water Harvesting

**SCHEDULE-H**

| Installment No.  | Stage                     | Payment % of total price                               |
|------------------|---------------------------|--------------------------------------------------------|
| 1st Installment  | On bank loan approval     | 10%                                                    |
| 2nd Installment  | Start of Excavation       | 10%                                                    |
| 3rd Installment  | Foundation complete       | 10%                                                    |
| 4th Installment  | Basement Roof slab/plinth | 10%                                                    |
| 5th Installment  | Stilt floor slab          | 10%                                                    |
| 6th Installment  | Third floor slab          | 10%                                                    |
| 7th Installment  | Fifth floor slab          | 5%                                                     |
| 8th Installment  | Seventh floor slab        | 5%                                                     |
| 9th Installment  | Ninth floor slab          | 5%+ Club House charges (if any)                        |
| 10th Installment | Eleventh floor slab       | 5%                                                     |
| 11th Installment | Thirteenth floor slab     | 5%                                                     |
| 12th Installment | Possession                | 5% + Maintenance Security + all other dues and charges |

For Ravi Surya Affordable Homes  
Signatures of parties:

 Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

**SCHEDULE-I**

Details of Specification of material used in construction

As per building and works specifications for CHIEF MINISTER JAN AWAS YOJANA 2015 and rules framed under the scheme.

**SCHEDULE-J**

| Stage | Date by which the works are proposed to be completed | Details of works to be completed |
|-------|------------------------------------------------------|----------------------------------|
| 1     | 1/03/2020                                            | Super Structure                  |
| 2     | 1/9/2020                                             | Masonry                          |
| 3     | 1/11/2020                                            | Electricity work                 |
| 4     | 1/1/2021                                             | water & Sanitation               |
| 5     | 1/3/2021                                             | Flooring                         |
| 6     | 1/6/2021                                             | Fixing of door and windows       |
| 7     | 1/9/2021                                             | Painting                         |
| 8     | 22/11/2021                                           | outer development and possession |

**SCHEDULE-K**

(Details of received amount by the Developer from Allottee (s))

| Cheque/Cash<br>/D.D./NEFT/RTGS | Bank | Date | Rupees |
|--------------------------------|------|------|--------|
|                                |      |      |        |
|                                |      |      |        |

For Ravi Surya Affordable Homes  
Signatures of parties:

*Ravi* Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNWER

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |

### SCHEDULE-L

#### Details of Floor Plan of the Unit and the Building

### SCHEDULE - M

#### DESCRIPTION OF FLAT

ALL THAT the Apartment No. \_\_\_\_\_ measuring built-up area of \_\_\_\_\_ Square Feet (Carpet Area \_\_\_\_\_ Sq. Feet) on \_\_\_\_\_ Floor in "SURYA RESIDENCY", at Residential Land Khasra No. 30 & 36, at Village Girdharipura, Tehsil & District Jaipur (Rajasthan) along with the undivided proportion of the land and right of use of the common areas with other Owners /occupants of the other Flats in the Residential Project.

#### Annexure-1

#### Site Layout plan of project

#### Annexure -2

#### Lay-out plan of Unit

#### COMMON EXPENSES

1. All costs of maintenance, operating, replacing, white washing, painting rebuilding, reconstruction, fire-fighting, decorating, re-decorating and lighting for common area, walls of the Residential Project etc.
2. The salaries, perquisites and allowances of all persons employed for the aforesaid purposes.
3. Insurance premium if any paid for insuring the Common areas against earthquake, fire, lightening, mob, damage, civil common etc.
4. All charges and deposits for supplies of common utilities.

Signatures of parties:

For Ravi Surya Affordable Homes

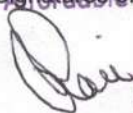
Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNER

5. Municipal taxes, land and building taxes and / or other taxes which are in force and / or other taxes which may be levied by the concerned authorities under any statute, rules or regulations for land/ building in Common Area and / or Common Area.
6. Any other costs charges incurred by Developer /the Maintenance Agency for maintenance and security of the Residential Project and for watch and ward staff.
7. All litigation expenses for protecting the title of the Land and Residential Project.
8. The office expenses incurred for maintaining the office for maintenance of common area.

For Ravi Surya ~~Signatures of parties~~

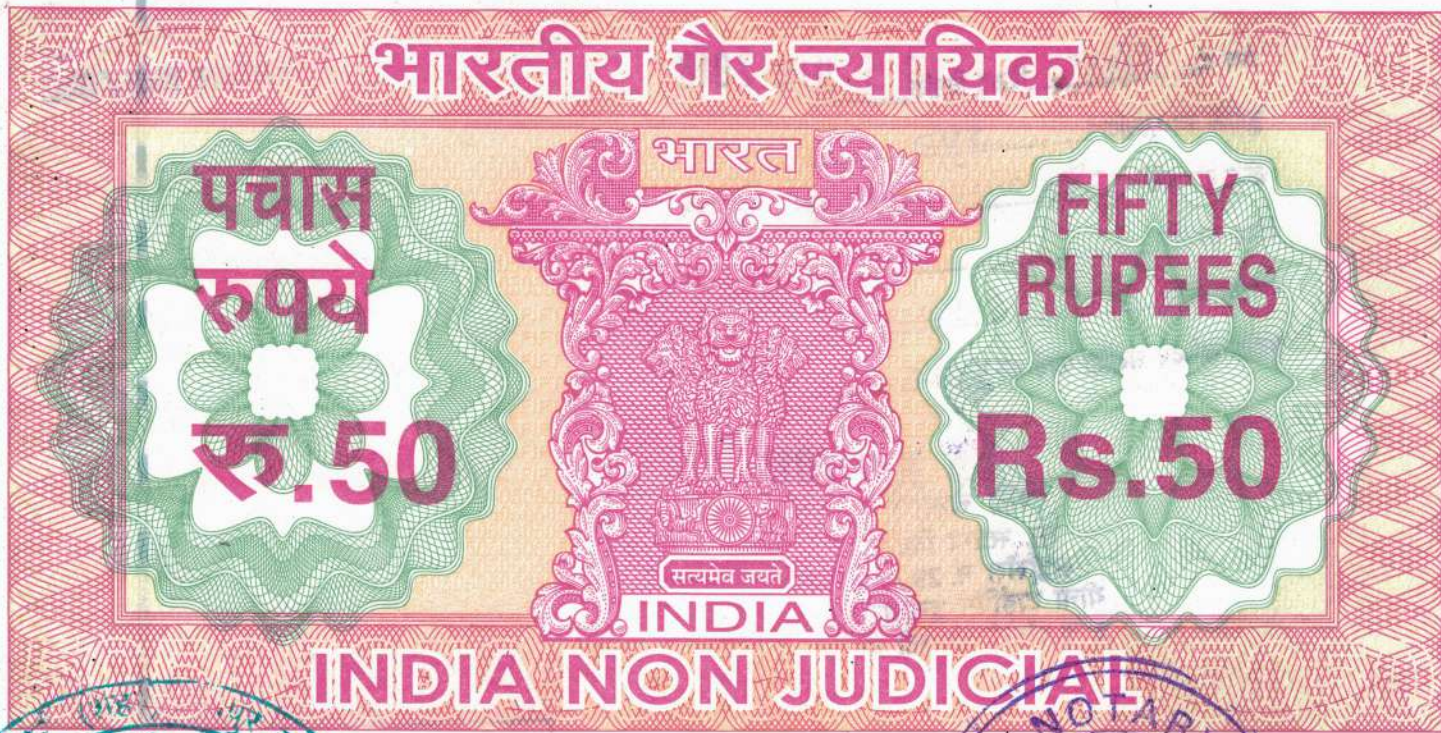


Partner

DEVELOPER  
ALLOTTEE(S)

LAND OWNWER

REVISED AGREEMENT TO SALE



**Declaration Regarding Agreement to Sale**

I Ravindra Pratap S/O Late Shri Bhagwan Singh Parihar resident House No k-47-48 Himmat Nagar Near Kanha Restaurant Tonk road Jaipur 302018 Partner of M/s Ravi Surya Affordable Homes do Hereby Declare that I have applied for Registration of our Project "Surya Residency" under The Real Estate (Regulation and Development) Act 2016 on 23/11/2017

I Declare

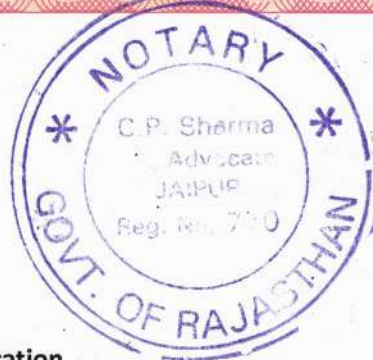
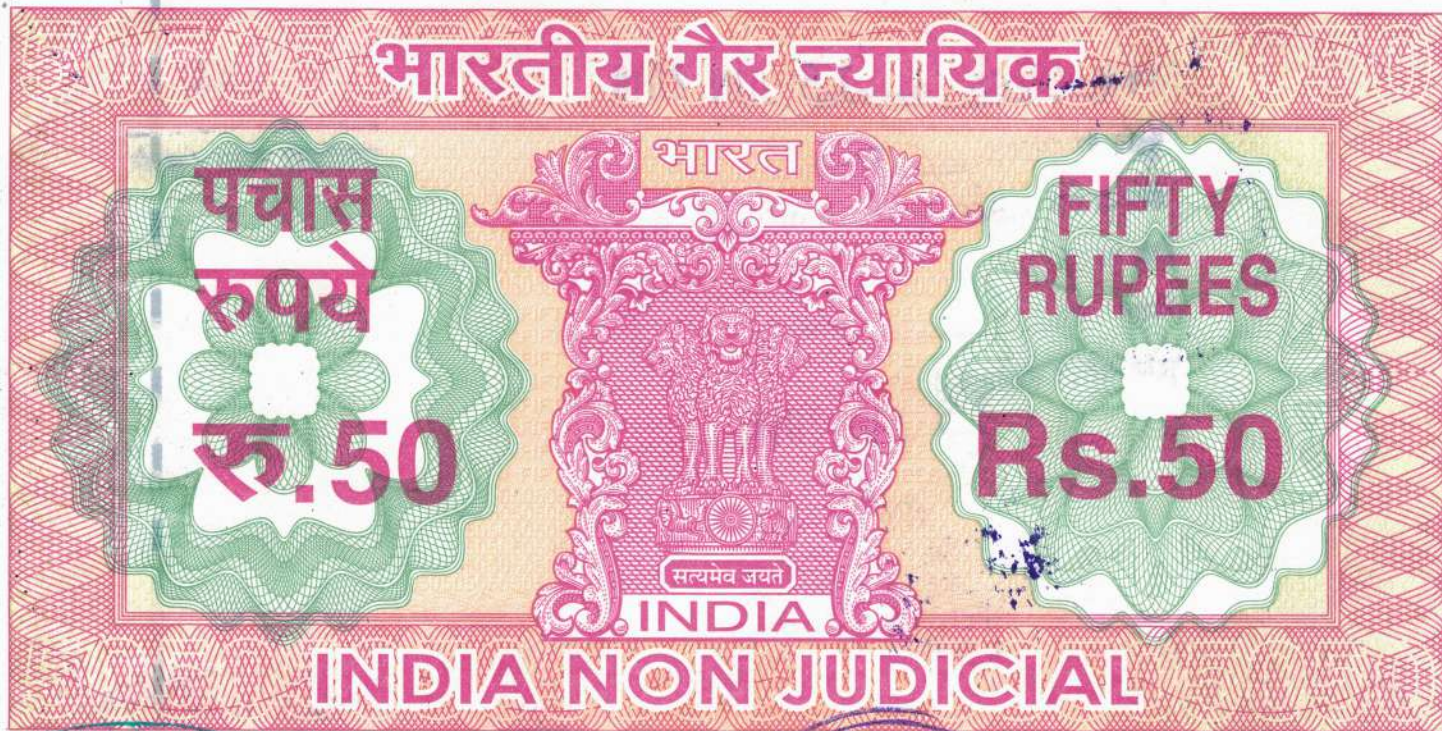
1. That the Agreement for sale/Builder buyer agreement of our project "Surya Residency" is in accordance to the Form -G of Real Estate Regulation and Development Act-2016.
2. That none of the terms and condition of the Agreement to sale Presented by us violate the laws and Rules of The Real Estate (Regulation and Development) Act, 2016 & Rajasthan Real Estate (Regulation and Development), 2017
3. The Agreement to Sale is being Changed due to Change in RERA A/C from DCB bank to ICICI Bank.
4. That if any contradiction arises in the future the deponent will be responsible for it.

For Ravi Surya Affordable Homes  
  
Partner

**ATTESTED**

NOTARY  
Tehsil-Jaipur/District-Jaipur

211 JUN 2018



S 622202

Verification

I Ravindra Pratap s/o Late Shri Bhagwan singh Parihar resident House No K-47-48 Himmat Nagar Near Kanha Restaurant Tonk road Jaipur 302018 do hereby declare on oath that the facts mentioned above Are true and correct.

Dated-20/06/2018

Place-Jaipur.

For Ravi Surya Affordable Homes

*Ravindra Pratap*  
Partner

**ATTESTED**

NOTARY  
Tehsil-Jaipur/District-Jaipur

21 JUN 2018

(Draft for RERA)

## AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as "Agreement") is executed at Jaipur on this .....by and between:

1. **M/s Ravi Surya Affordable Homes**, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its registered office at E-172, Ramesh Marg, C-Scheme, Jaipur (Rajasthan) PAN AAVFR7096Q, through its authorized person Mr. Sumeet Luhadiya S/o Mr. Suresh Kumar Luhadiya, Residing at 378, Vasundhara Colony, Tonk Road, Jaipur (Rajasthan) Aadhar No. 952216305407 authorized vide authorization dated 23-11-2017, here-in-after referred as **"BUILDER/DEVELOPER"**.

AND

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

(1) Mr. Kana alias Kanaram Jat son of Bhagwan Sahay, (2) Mr. Prakash Choudhary son of Bhagwan Sahay, (3) Mr. Narayan Jat S/o Govinda, (4) Mr. Ganesh Choudhary S/o Govinda, (5) Mr. Suja alias Suresh Choudhary S/o Govinda, (6) Mr. Ramu alias Ramlal Choudhary S/o Govinda, (7) Mr. Shaitan Singh Choudhary S/o Prabhat, (8) Mr. Kaluram Choudhary S/o Prabhat, R/o Village Girdharipura, Tehsil and District Jaipur (Rajasthan), through General Power of Attorney Holder M/s Ravi Surya Affordable Homes, registered office at E-172, Ramesh Marg, C-Scheme, Jaipur (Rajasthan), through its authorized person Mr. Sumeet Luhadiya S/o Mr. Suresh Kumar Luhadiya, Residing at 378, Vasundhara Colony, Tonk Road, Jaipur (Rajasthan) Aadhar No. 952216305407 (Said General Power of Attorney was duly registered with the office of sub-registrar IX Jaipur on dated 20-06-2017, in Book No. 4, Volume No. 2, Page No. 54, S. No. 201703182400066 and copy of the same was filed in additional Book No. 4, Volume No. 3, Page No. 487 to 499), here-in-after jointly referred as **"OWNERS/THE LAND OWNERS"**.

which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees of Builder/Developer and Owners/The Land Owners, Both Jointly are referred as the **FIRST PART**.

**AND**

Mr.

.....

.....

(here-in-after singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context of meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees) of the **SECOND PART**.

The Builder/Developer, Owner/ The Land Owner and Allottee(s) shall here-in-after be collectively referred to as "Parties" and individually as "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) **"APARTMENT"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, go-down, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop,

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;

- (c) **"APPLICABLE LAWS"** shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Jaipur Development Act 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Chief Minister Jan Awas Yojana, 2015, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
- (d) **"ASSOCIATION OF ALLOTTEE(S)"** means an Association of Apartment owners to be formed, or deemed to have been formed, consisting of the apartment owners in the building acting as a group in accordance with the applicable bye-laws and shall include society formed by apartment owners, cooperative society of allottees or a federation of allottees as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;
- (e) **"BROCHURE"** shall mean the brochure showing the details and specifications of the project as circulated by the Developer at the time of booking of Apartment or Flat or Building, as the case may be.
- (f) **"BUILT-UP AREA"** shall mean the sum of area of 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 as common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- (g) **"BUILDING PLANS"** shall mean the plans and designs of Building constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Builder and/or Architect(s) in accordance with Applicable Laws.
- (h) **"CARPET AREA"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts exclusive balcony of verandah area, but includes the area covered by the internal partition walls of the apartment.
- (i) **"CLUB HOUSE"** means a club house having amenities such as indoor games, Equipped gym, Multipurpose hall/ Community centre, activity room, kids area, for the residents/occupants of the Flats and shops on the basis of allotment which would be separately conferred by Developer with his discretion. Here it is pertinent to mention that Club House would not be deemed to be a part of common area and would be under the exclusive ownership of Developer with right of further sale and transfer.
- (j) **"COMMON AREAS AND FACILITIES OF THE PROJECT"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the Schedule- C & D attached hereto. However, any areas, facilities and equipments reserved for a specific group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
- (k) **"COMMERCIAL PART"** shall mean shop/office/showroom/ institutional space etc. built in the said building.
- (l) **"COMPLETION CERTIFICATE"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

Signatures of parties:

For Ravi Surya Affordable Homes  
  
 Partner

DEVELOPER

ALLOTTEE(S)

- (m) **"DELAY PAYMENT CHARGES"** means the charges to be paid on account of delay in the payment as interest on the amount due at the Interest Rate (Specified herein below).
- (n) **"DEVELOPER/BUILDER"** shall mean M/s Ravi Surya Affordable Homes as mentioned in the developer agreement dated 13-06-2017 executed between Land Owners and M/s Ravi Surya Affordable Homes regarding schedule land.
- (o) **"EARNEST AMOUNT"** shall mean 10% of the total price of the unit/apartment.
- (p) **"FACILITY FOR PARKING"** shall mean the parking space which forms part of the Common Areas and Common Facilities of the Project, provided in the Project being developed upon the Scheduled Land.
- (q) **"FORCE MAJEURE"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
  - (ii) explosions or accidents, air crashes and shipwrecks; or
  - (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
  - (iv) war or enemy action or terrorist action; or
  - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
  - (vi) non-availability of steel, cement, Bajari or other building material or water supply or electric power or like; or
  - (vii) Natural calamity or by reason of any national or international happening or event; or
  - (viii) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
  - (ix) Any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- (r) **"INTEREST RATE"** mean the state bank of India highest marginal cost of leading rate plus 2% or such other rate as may be applicable from time to time as per the act and rules.
- (s) **"INTEREST"** means the interest payable at the rate specified in the rules.
- (t) **"LIMITED COMMON AREAS AND FACILITIES OF THE SAID PROJECT"** shall mean those common areas and facilities which are designated in writing by the Builder before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- (u) **"LAND OWNERS"** shall mean (1) Mr. Kana alias Kanaram Jat son of Bhagwan Sahay, (2) Mr. Prakash Choudhary son of Bhagwan Sahay, (3) Mr. Narayan Jat S/o Govinda, (4) Mr. Ganesh Choudhary S/o Govinda, (5) Mr. Suja alias Suresh Choudhary S/o Govinda, (6) Mr. Ramu alias Ramlal Choudhary S/o Govinda, (7) Mr. Shaitan Singh Choudhary S/o Prabhat, (8) Mr. Kaluram Choudhary S/o Prabhat, R/o Village Girdharipura, Tehsil and District Jaipur (Rajasthan) as mentioned in the lease deed S. No. D-983, dated 05-10-2017 issued by JDA Jaipur.
- (u) **"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.
- (v) **"PARA"** means a para of this Agreement.

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

- (w) **"PARTS"** the said project is divided in two parts namely part -1 residential part and part-2 commercial part, construction of said project would be done in phased manner (as mentioned above Part-1 & Part-2), Commercial part would be constructed initially and later-on the rest of parts would gradually be developed, at the completion of each of phased construction it would deemed to be completed for its phase, such as if commercial part have been constructed, the commercial part would be presumed to be completed thereafter Residential part would be developed and at its completion residential part would deemed to be completed in all aspects for its occupants/owners of units/ Apartment. At the completion of concern phase/part (i.e part 1 & part 2 as the case may be) the entire payment of said apartment will have to be paid by each allottee(s) before possession.
- (x) **"PAYMENT PLAN"** shall have the meaning described in **Schedule-H** of this agreement.
- (y) **"PROSPECTUS"** means the prospectus showing the details and specifications of the project as circulated by the developer at the time of booking of apartment or flat or building, as the case may be.
- (z) **"PROJECT"** shall mean the Project, being constructed on the Project Land and named as **"SURYA RESIDENCY"**.
- (aa) **"REGULATION"** mean the Regulation made under the Act.
- (ab) **"RESIDENTIAL PART"** shall mean 1/2/3 BHK flat/unit built above part-1 (i.e. commercial part) in the said building including basement parking (subject to developer's allotment).
- (ac) **"RULES"** means Rajasthan Real Estate (Regulation and Development) Rules, 2016.
- (ad) **"SCHEDULE"** means the Schedule attached to this agreement.
- (ae) **"SCHEDULED LAND"** shall mean residential converted Land Khasra No. 30 & 36, at Village Girdharipura, Tehsil & District Jaipur admeasuring 14516.17 Sq. Mtr. on which the Project named **"SURYA RESIDENCY"** is being developed and is demarcated and shown in **"Schedule A"** attached herewith.
- (af) **"SECTION"** means the section of the Act.
- (ag) **"SUPER BUILT UP AREA"**:- shall mean the built up area of residential unit along with proportionate common area occupied by walk ways, corridors, water tanks, electrical transformers and panel, generator room, lifts, elevator, lobby, and all spaces meant for common use of the allottees/buyers of the complex.
- (ah) **"UNDIVIDED PROPORTIONATE SHARE"** shall mean and include the proportionate share, right and interest in the Land corresponding to the Flat agreed to be bought by the Allottee where the proportion is to be determined by comparing built up area of Flat with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Flat.
- (2) 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 (Rajasthan Act No. 35 of 1959) or in the Rajasthan Municipalities Act 2009 (Rajasthan 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 law.

#### WHEREAS:

- A. Whereas an agriculture land bearing khasra no. 30 & 36 total rakba 6 bigha situated at village Girdharipura, Tehsil & District Jaipur, in this concern khatedari of said land is in name of Land Owners. The Land Owners are jointly applied for change of land use from agriculture to non-agriculture use under the provisions of section 90-A of Rajasthan Land Revenue Act 1956. Thereafter JDA Jaipur passed a order under section 90 "A" of Rajasthan Land Revenue Act 1956 vide case no. 21/2017 and accept to surrender of above khatedari land of land owners in name of JDA Jaipur.

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

ALLOTTEE(S)

- B. The Land Owners being the absolute owners of land bearing khasra no. 30 & 36 total rakba 6 bigha situated at village Girdharipura, Tehsil & District Jaipur (Rajasthan), entered into a Development Agreement dated 13-06-2017 with the Developer, for development and construction of a real estate project on the said land admeasuring 6 Bigha, which was duly registered before the office of sub-registrar IXth Jaipur on dated 20-06-2017, in Book No. 1, Volume No. 43, Page No. 6, S. No. 201703182102427 and copy of the same was filed in additional Book No. 1, Volume No. 169, Page No. 58 to 77 ("**Developer Agreement**").
- C. The Land Owners had jointly executed a power of attorney (with sale right) dated 13-06-2017 in favour of Developer firm through authorized person Mr. Sumeet Luhadiya regarding land bearing khasra no. 30 & 36 total rakba 6 bigha situated at village Girdharipura, Tehsil & District Jaipur (Rajasthan), which was duly registered before the office of sub-registrar IXth Jaipur on dated 20-06-2017, in Book No. 4, Volume No. 2, Page No. 54, S. No. 201703182400066 and copy of the same was filed in additional Book No. 4, Volume No. 3, Page No. 487 to 499 ("**Power of Attorney**"), authorizing to do all the works in respect of the said land admeasuring 6 Bigha, including development of the said 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 developer is duly authorized to execute required agreement on behalf of the Land Owners.
- D. Thereafter a single patta (lease deed for 99 years) was issued by Jaipur Development Authority Jaipur in respect of scheduled Land, on dated 05-10-2017 bearing No. D-983, in favour of Land Owners, which was duly registered before the office of sub-registrar IXth Jaipur on dated 06-10-2017, in Book No. 1, Volume No. 55, Page No. 78, S. No. 201703182104899 and copy of the same was filed in additional Book No. 1, Volume No. 218, Page No. 424 to 433 ("**JDA PATTA**").
- E. Accordingly, Land Owners became joint and absolute owners of the Scheduled land and have legal title of the Schedule Land with legally valid documents.
- F. The Project Land is earmarked for development of a Group Housing Project and the said project shall be known as "**SURYA RESIDENCY**". ("Project");
- G. The Developer agrees and undertakes that they shall not make any changes to Approved layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- H. The Developer is fully competent to enter into this agreement and all the legal formalities with respect of right, title and interest of the Land Owner regarding the project land on which the project is being developed have been completed.
- I. The Land is free from all encumbrances.
- J. The Developer has conceived, planned and is in the process of constructing and developing "project" after getting necessary permissions/approvals from the concern competent authorities and which inter-alia comprising of apartment/building 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 Schedule Land, is fully described in the Schedule-A.
- K. The Project has been registered with the "RERA" on dated 15.12.2017 and the project registration certificate No. is RAJ/P/2017/501. This registration is valid for a period of Five years commencing from 1.12.2017 and ending with 30.11.2022 unless renewed by the regulatory Authority. The details of Developer and project are also available in the website ([www.rera-rajasthan.in](http://www.rera-rajasthan.in)) of the regulatory authority.
- L. As per the UDH order dated 31.05.2017, the empanelled Architect has approved the building plans and the maps accordingly for the said building and has also accorded the permission for building construction as per approved maps vide its letter dated 25-10-2017 and has released the maps accordingly, which have been submitted to concerned local authority also, copy of approved maps enclosed as **Annexure -1**.
- M. The Developer has presented an Affidavit to concerned development authority regarding Fire NOC the same shall be taken before Completion of the project.

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

ALLOTTEE(S)

- N. NOC for height clearance for the Project is not required.
- O. The Developer has presented an Affidavit to concerned development authority regarding Environmental clearance and the same shall be taken before Completion of the project.
- P. That Developer has conceived and detailed plan of development work to be executed in the said project. Details of the plan of development work to be undertaken in the said project and the proposed facilities to be provided including fire-fighting facilities, water facilities, emergency evacuation services, etc., as provided in clause (e) of sub-section (2) of section 4 of the Act, have been specifically provided under **schedule-E**.
- Q. The details of specification of material use/to be used in construction of the said project have been specifically provided in **schedule -I** attached hereto.
- R. The Stage wise time-schedule for completion of the project including the provisions of civil infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works been specifically provided in **Schedule-J** attached hereto.
- S. Developer has opened a separate account in ICICI Bank in Jhotwara, Jaipur, for the purpose as provided in sub-clause (D) of clause (I) of sub-section.(2) of section 4.
- T. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Developer and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit/Apartment') in the Project vide his/her/their/its application. The Allottee(s) has also deposited an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment as provided in sub-section (1) of section 13) as per the details of payments mentioned in **Schedule K** and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- U. On application as aforesaid, the Allottee(s) has been allotted an apartment located in the said project and of pro-rata share in the common area and facilities of the said project and more particularly described in schedule "L" attached herewith.
- V. The Floor Plan of the unit (as described in Annexure-2) and building in the said project in given in schedule A and Annexure -1.
- W. The Developer retains full ownership, and all rights, title and interest in the Club house, which shall be treated as an independent unit which may be transferred by the Developer to any other person or entity. The Allottee(s) will be free to avail the facilities of the club house by making separate payments to the concerned entity.
- 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, notifications 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 this 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 Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. **TERMS:**

Signatures of parties:

For Ravi Surya Affordable Homes  
  
 DEVELOPER

ALLOTTEE(S)

- (1.1) Subject to the term and conditions as detailed in this agreement, the Developer hereby agrees to sell to the Allottee(s) and the allottee(s) hereby agrees to purchase and received the unit more specifically given in the **Schedule L** hereunder.
- (1.2.1) The Basic sale consideration of the unit/apartment is as mentioned in the **Schedule H** including consideration of exclusive balcony (here-in-after referred to as "**Basic Sale Consideration of Unit**").
- (1.2.2) The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay taxes, charges, deposit, etc. (here-in-after referred as "**Additional Payments**") as mentioned other than Basic Sale Consideration of Unit in **Schedule H**.
- (1.2.3) The aggregate of basic sale consideration of unit and Additional Payments in respect of the Unit shall here-in-after be referred to as "**Total Payable Amount**".

Explanation:

- (i) The Total Payable Amount includes the booking amount paid by the allottee(s) to the Developer towards the Unit and Proportionate cost of fire fighting and fire safety equipments 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.
- (ii) The Total Payable Amount includes Taxes (consisting of tax paid or payable by the Developer 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 or Maintenance Society. However The Total Payable Amount does not include Stamp Duty, Surcharge, Registration Fees, Documentation Charges, Advocate Fees and any other charges applicable at the time of registration of this agreement, Conveyance Deed/Sale Deed, Sub-Lease Deed, electricity connection charges, UD tax etc. in respect of the Unit/Apartment. Further the Total Payable Amount above does not include upfront maintenance charges, which shall determined by the Developer on 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 or Maintenance Society. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of the project land and project as and when demanded by the Developer.  
Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer 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 Developer shall periodically intimate to the Allottee(s), the amount payable as stated in plan given in **Schedule H** ("**Payment Plan**") including any balance taxes and additional charges as and when applicable and the Allottee(s) shall make payment demanded by the Developer within 15 days of demanded by the Developer. In addition, the Developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.3 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

Signatures of parties:

For Ravi Surya Aford, Bangalore

DEVELOPER

Partners

ALLOTTEE(S)

charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Developer 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 Developer 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 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 above, the Developer has already received an advance/ booking amount from the Allottee(s), the details of the received amount by the Developer from Allottee (s) are fully described in **Schedule-K** out of the total Payable and the Allottee(s) agrees and undertakes to pay the balance amount 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 Rate on the due amount along with taxes and other levies if applicable including GST for any due under this Agreement.
- 1.5 The Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule L** in respect of the unit or the said project without the previous written consent of the Allottee (s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Developer may send a letter to the Allottee(s) for the purpose of taking such consent through registered A.D. on the address mention 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 may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act.
- 1.6 The Developer shall confirm to the final carpet areas/Super Built-up Area and balcony area that has been allotted the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the carpet areas/Super Built-up Area. The Total payable Amount payable for the unit shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet areas/Super Built-up Area and balcony area than the Developer 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 areas/Super Built-up Area and balcony area of the unit allotted to the Allottee(s), the Developer may demand the additional consideration, charges, taxes, etc. from the Allottee with 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.
- 1.7 Subject to clause No. 9, the Developer agreed and acknowledges that after registration of conveyance deed of the unit, the Allottee(s) shall have the right to the Apartment/unit 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 of the said project. 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 Developer shall handover the common areas to the Maintenance Society in accordance with applicable laws. It is

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

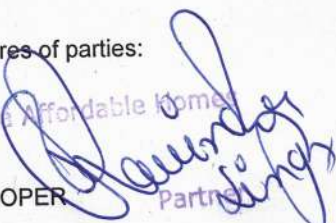
ALLOTTEE(S)

further clarified and understood by the Allottee(s) that the Allottee(s) shall not have any right, title or interest in any part of whole project, except the project, which has been specifically defined in this agreement.

- (iii) That the computation of the price of the Apartment/unit 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/unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project as per this agreement.
- (iv) To assess the extent of development of the said project and his unit, the Allottee(s) may visit the said project. However, the Developer discourages such kind of visit by the allottee(s) and his/her family members due to the risk at construction site. If the Allottee(s) decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are full swing and the Developer shall not in any way be held responsible for any accident, fall of any object, misshaping etc. caused to/with Allottee(s) and his/her accompanying person's while using the site. Further, the Developer strictly prohibits the visit of children at construction site.

- 1.8 The Allottee(s) agrees and understands that the Developer 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 apartment. The Allottee(s) shall have no rights to sell/transfer/deal with the parking space independent of the apartment. 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 JDA, Jaipur or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of maintenance society. The Developer and the Allottee(s) shall at all time comply with rules, regulation, guidelines and other directions applicable in this regard.
- 1.9 The Allottee(s) agrees and understands that except the unit as described in **Schedule-L** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Developer, which they shall be free to deal with, in accordance with applicable laws.
- 1.10 The Developer shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future Project at any suitable place in the Project and the Allottee(s) and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Developer.
- 1.11 The Allottee(s) hereby agrees and acknowledges that the Developer shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.12 The Developer Agrees to pay all outgoing/ dues before transferring the physical possession of the unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Developer fails to pay all or any of the outgoing/dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Developer agrees to be liable, even after the transfer of the unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.13 That the said project shall always be known as **"SURYA RESIDENCY"** and the name of the said project shall not be changed except with the consent of the Developer.

Signatures of parties:

For Ravi Surya Affordable Home  
DEVELOPER  Partner

ALLOTTEE(S)

- 1.14 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 or apartment within 10 years of allotment, the developer shall be entitled to cancel the allotment and conveyance deed of the said unit or apartment and allot the said unit to other applicant in the waiting list.
- 1.15 The Allottee(s) shall occupy the said unit or apartment within one year from the date of possession of the said unit/apartment, 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 shall send list of units which have been canceled to JDA, Jaipur and thereafter, allot the said unit to other applicant in the waiting list.
- 1.16 Concerned project is AFFORDABLE HOUSING PROJECT, in this project all the rebate/benefits given by The Central government will be applicable, but if by any means, these benefits/rebates/taxes etc. are being withdrawn or not been conferred by the Government to the concerned project, in that case any rebate/taxes/etc. withdrawn earlier, will be realized from each of prospective Allottee in proportionate share before his/her possession.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, 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 "SURYA RESIDENCY" Payable at Jaipur. The receipt would be valid only after realization of said cheque/ demand draft/ banker's cheque and effect of credit in account of the Developer. 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/ demand draft/ banker's cheque, as the case may be, the Allottee(s) shall be liable to pay Rs. 5000/- (Rupees Five Thousand Only) towards dishonor charges.

## 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 others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approval which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Developer accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

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

Signatures of parties:

For Ravi Surya Affordable Housing  
  
 DEVELOPER

ALLOTTEE(S)

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

5. **TIME IS ESSENCE:**

The Developer 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/unit to the Allottee(s) and the common areas and common Facilities of the said project to the Maintenance Society or Owner's Association.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee(s) has seen, understood and accepted the Approved layout plan of the project, specifications, 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 Developer. The Developer 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 Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and the procedure agreed under clause 1.6 hereinabove, and breach of this term by the Developer shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said Apartment-** The Developer agrees and understands that timely delivery of possession of the Apartment/unit to the Allottee and the common areas and facilities of the said project to the Maintenance Society or Owner's Association is the essence of the Agreement. The Developer assures to handover possession of the Apartment/unit along with ready and complete common areas and facilities of the said project with all specifications, amenities and facilities of the Project in place on or before 30-11-2021, 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 Developer shall be entitled to the extension of time for delivery of possession of the Apartment/unit and the developer shall not be liable to pay any penalty/interest/compensation during such force majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, which shall be assessed by the developer, the developer shall inform the allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee with delay payment charges computed at interest rate within forty-five days from the date on which termination effective. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession:-** The Developer, upon completion of the project vide written intimation (**Offer Letter**) offer in writing the possession of the Apartment, to the

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DEVELOPER

ALLOTTEE(S)

Allottee(s) in terms of this Agreement to be taken within 30 days from the date of offer letter given to the allottee(s) by the Developer, the allottee(s) shall make payment of all dues, outstanding, Stamp Duty, Surcharge, Registration Fees and other incidental charges, interest if any, maintenance security etc. to be paid by the Allottee(s) to the Developer as per this agreement and to execute and register conveyance deed of the unit/apartment. The 30th day of offer letter shall be referred to as "**Demand date of possession**", whether or not, the allottee(s) take the actual physical possession of the unit. The Developer 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/apartment together with proportionate indivisible share in common areas of project and also handover possession of the unit/apartment. The Developer 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 Developer which the Developer is liable to comply/carry out as per the applicable laws provided such frailer is not on account of reasons beyond the control of the Developer and/or on account of any default on the part of the allottee(s). The Allottee(s) shall be solely responsible any liable to compliance of the provisions of Indian Stamp Act 1899, Rajasthan Stamp Act 1998, and Registration Act 1908 including any action taken or deficiencies/penalties imposed by the competent authority. The developer shall not be responsible for any damage caused to the unit on account of delay on the part of 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 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.

7.3 **Possession of the Allottee:** - After handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developer to handover the necessary documents and plan, including common areas to the Maintenance Society accordance with the Act.

7.4 **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) cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the earnest Amount, any taxes, duties, cess, etc. deposited by the Developer to the concern department/authority in respect of 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 till such date and the balance amount shall be returned by the Developer to the Allottee(s) without any interest, after the sale of Unit to a new allottee/buyer, from the amount realized from the such new allottee/buyer.

7.5 **Compensation:** - Land Owner 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 Developer 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 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

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DEVELOPER

Partner

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Developer 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.

- 7.6 The Allottee shall be liable to pay from the deemed date of possession, house tax, property tax, fire-fighting tax or any other fees, cess or tax as applicable under law, as and when levied by any local body or authority and Local body or authority and so long as the unit of the Allottee(s) is not separated assessed to such taxes, fees or cess, the same shall be paid by the allottee(s) in proportion of super built-up area of unit.

**8 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:** - The Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Land Owner has absolute, clear and marketable title with respect to the said Land and the as per collaboration/development agreement with the developer 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 has been conferred to developer in the light of collaboration/development agreement.
- (ii) The Developer 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit.
- (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 Developer 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 Developer 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 Developer has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect of said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Developer confirms that the Developer 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 Developer 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.
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till possession of the Apartment along with common areas (equipped with all the specifications, 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 Developer in respect of the said Land and/or the Project.

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Partner

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- (xiii) Developer 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 shall issue the payment receipt in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Developer 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.
- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer 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.
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer 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 Developer, interest for the period of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

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

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

- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other

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source but the Allottee(s) obligation to purchase the said apartment and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said apartment.

- (iv) Failure, pursuant to a request by the Developer, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Developer or Association of Allottee(s), as the case may be.
- (v) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Developer or not executing documents as may be required under the law for such transfer.
- (vi) Dishonor/stoppage of payment by any cheque(s) including postdated cheques given by Allottee(s) for any reason whatsoever
- (vii) Sale /transfer / disposal off dealing with, in any manner, the reserved car parking space independent of the Unit or selling of the additional allotted parking space to any third party other than occupant of the Building and /or of the project.

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

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay 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 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Developer may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv); (v) and (vi) the Developer shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Developer exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 9.4 (i) and (b) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter and (c) recover holding/safeguarding charges @ 5/- Rs. per sq. feet of Super Built-up Area per month on the Total Payable Amount of the Unit; and (d) taxes mentioned in above Clauses (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Developer for the same.
- (iv) The rights and remedies of Developer under this Clause shall be in addition to other rights and remedies available to the Developer 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 of its right of charging such interest or of the other rights mentioned in this Agreement.

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

- (i) The Earnest Amount;
- (ii) All taxes, duties, cess, etc deposited by the Developer to the concerned department/ authority in respect of the Unit;

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- (iii) The interest and charges paid/ payable by the Allottee(s) to the Developer as per Clause 9.4(i) and/ or 9.4 (iii), if applicable;

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

#### 10. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

- 10.1 The Allottee(s) shall pay in advance to the Developer /Society proportionate maintenance charges @ Rs. 2/- per sq. ft./ per month or as may be determined by the Developer /Society from time to time, in proportion to the area of the Demised Premises for the day to day maintenance of the Project including its Common Area and Common Facilities from the date of possession. Above maintenance charges only paid by flat holders/owner/occupier.
- 10.2 The Developer shall handover the Common Areas and Common Facilities of the Said project to the Owners Association in accordance with the Applicable Laws.
- 10.3 After the handover of Common Areas and Facilities of Said Project to Owners Association as per the Act, it shall be the responsibility of the Owners Association to run and maintain the Common Areas and Facilities of the Said Project recoverable proportionally from the Allottee(s) and from all other parties sand the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time and regularly.
- 10.4 The Allottee(s) hereby agrees that his/her right to the use of Common Area and facilities of the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligation in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.
- 10.5 Allottee(s) shall be bound by all the terms and conditions of the maintenance agreement and any other agreement entered by the Owners Association and any decision taken by the Owners Association as per it Bye-Laws.
- 10.6 The Allottee(s) hereby agrees to pay the Developer/society/body corporated as the case may be, a non-refundable interest free sum of Rs.50/sqft of Super built-up area of the unit as payment towards "Maintenance Security" of the society or the body corporate as the case may be at the time of offer of possession. Upon formation of the society the Developer shall be bound to deposit this sum in separate bank account of the society, all principal and interest monies in the said account shall exclusively be used for maintenance, upkeep and repairs of the said building. The said maintenance security shall not be utilized for any purpose other than specifically approved by the society under its bye-laws. It is agreed that the monies to the credit of said maintenance security may be invested in fixed deposit/government securities and /or debt mutual funds or in any other manner as may be approved by the Developer/society/body corporate.
- 10.7 The Allottee(s) hereby agrees that in case short fall occurs in maintenance funds being available from interest earned out of corpus funds then, in addition of the money paid toward the said maintenance security referred to above, he/she/they shall pay such proportionate maintenance cost on a monthly basis as determined by the society and/or the Developer. Such payment shall be made latest by the 10th of every month in advance. in case of default of payment of the aforesaid charges the Developer or its nominee shall be entitled to discontinue/disconnect the service of water and electricity etc. to the said flat as also shall have right to recover the charges with minimum interest @ 24% p.a. from the Allottee and/or from the occupier of the flat/unit/apartment.
- 10.8 Till the Society is formed and the maintenance is handed over to it as stated above, the

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entire maintenance upkeep and preservation of the said building, operation of the common services and management of common areas therein shall be done by the developer. The developer shall maintained the building/project from the maintenance security and its earnings, but if any shortfall occurs in maintenance funds being available from interest earned out of maintenance security funds then, the flat owner/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the Developer on the terms and conditions maintained herein unless agreed to separately. The Allottee agrees to pay proportionate share of all expenses incurred by the Developer for maintenance of said building "Surya Residency" as and when demanded by the Developer.

#### 11. DEFECT LIABILITY:

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

#### 12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Developer, agrees to indemnify and keep fully indemnified, hold harmless and defend the Developer, 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 or which the Developer may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or or damage directly attributable to the obligations of the Allottee(s) 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 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 and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Developer within the time prescribed in Clause 20 and/ or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or (vii) termination of this Agreement by the Developer due to any default/ delay on the part of the Allottee(s).
- 12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 12.3 The indemnification rights of the Developer under this Clause shall be in addition to any other rights and remedies available to the Developer under Applicable Laws, equity and this Agreement.

#### 13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Developer may have, the developer 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

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cumulative and shall in no way limit any other remedy the Developer may have under law or in equity or pursuant hereto.

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

The Developer/ 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 Developer/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ 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 said unit, and keep the said unit, 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 condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 The Allottee(s) shall be solely responsible for taking insurance of the unit/apartment and goods in the unit at its own cost and expenses.
- 16.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. 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/ unit 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 unit.
- 16.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the developer 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.
- 16.4 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the developer/Owners Association and nowhere else. The non-observance of the provision of this clause shall entitle the developer or Owner Association, as the case may be, to enter the Apartment, if necessary and remove all non-conforming fitting & fixtures at the cost and expenses of the Allottee(s).
- 16.5 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 Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.

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- 16.6 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.
- 16.7 It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the building/ Project.
- 16.8 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 Project or for any illegal or immoral purpose.
- 16.9 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated.
- 16.10 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/ Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/ or the Unit.
- 16.11 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 16.12 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer and thereafter the Maintenance Association and/ or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.13 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/Maintenance Association and the Developer/Maintenance Association may permit the same subject to appropriate conditions.
- 16.14 After handing over the Said Project, it shall be the responsibility of the Owner's Association for obtaining/renewal of insurance for the said project and pay insurance premium.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement he shall not mortgage or create a charge on the said Apartment / 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

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Partner

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affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Building.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer 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 as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Developer, then the Developer shall be entitled to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the developer shall have the option to cancel the allotment of the allottee and if so chosen by the developer, earnest amount deposited by the allottee shall be forfeited. However in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee shall be liable to pay all the cost incurred by the Developer in respect of application and allotment of unit to the allottee, including preparation of this agreement, postal cost, advocate fees etc.

**21. 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 agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Building, as the case may be.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Developer may, at least solve 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 this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottee(s).

24.2 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.

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

25. **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 this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. **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.

28. **PLACE OF EXECUTION:**

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

29. **NOTICES:**

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

| FIRST PARTY                                                              | ALLOTTEE(S)                                     |
|--------------------------------------------------------------------------|-------------------------------------------------|
| Ravi Surya Affordable Homes<br>Address E-172 Ramesh Marg C scheme Jaipur | As per the Address mentioned in this agreement. |

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 Developer or the Allottee(s), as the case may be.

30. **JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Developer 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).

31. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of the agreement for sale for such apartment, shall

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partners

ALLOTTEE(S)

not be construed to limit the rights and interests of the allottee or the Developer under the agreement for sale, under the Act, the rules or the regulations made thereunder.

32. **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.

33. **ELECTRICITY CONNECTION:**

- 33.1 That the Allottee(s) shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Developer if the same is incurred by the Developer. The Allottee(s) shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Developer by him.
- 33.2 The Allottee(s) has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- 33.3 The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Developer.
- 33.4 Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee(s) in proportion to the area of the Said Premises as per demand by the Developer /Maintenance Society.
- 33.5 If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Developer/Society, additional fire safety measures are undertaken, then the Allottee(s) shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Developer /Society, which shall be final and binding on the Allottee(s).

34. **JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Party to the First Part shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

That in all the matters not hereby specifically provided, the decision of the Developer shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of common amenities, services and facilities at the said Project and/or Building or generally in

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

relation to matters of upkeep and maintenance of the Project and/or Building, the decision of Developer/Service Company in that respect shall be final and binding on Allottee(s).

36. **CLUB HOUSE FACILITIES:** The Developer has/ shall design a club house, the club house shall be run and maintained by maintenance agency or by any other entity (here-in-after referred as "entity") as the developer thinks fit. The entity shall be entitled to make the rules and regulations for use of club facilities and the allottee undertakes to abide by such rules and regulations. The allottee shall be entitled to use the Club House subject to payment of operation charges, usage charges etc. in respect of the Club House as decided by the Developer from time to time along with applicable taxes and subject to the terms and conditions mentioned in Club House membership application form. Any allottee being a defaulter in terms of paying usage charges/ maintenance charges against the services availed in the club house shall not be allowed to use the services and facilities of the club house and the decision of developer is final in such an event.

36. **OTHER TERMS**

- (i) After getting conveyance deed registered in his/her/it favour, Allottee shall be entitled to transfer, lease out, mortgage or assigns the interest in its unit to any other person subject to the provisions of CHIEF MINISTER JAN AWAS YOJANA 2015. The allottee will take written permission from the developer in this regard. All the provisions contained herein and the obligations arising hereunder in respect of unit shall equally be applicable to and enforceable against any and all the occupiers, tenants, licenses and/or subsequent purchasers/assignees/ transferees/mortgagee of the unit, as the said obligations go along with the unit.
- (ii) That the Allottee hereby undertakes that he/she/it will not indulge into any activity or do any such act which will bring disrupt to the developer/association or other occupants, in any manner whatsoever.
- (iii) Two copies of this agreement shall be executed and both the Developer and the Allottee shall keep one copy each. Both the copies shall be considered as original.
- (iv) The Allottee will be entitled to start the interior work only after making full & final payment as per Payment Plan and after registration of conveyance deed. The Allottee shall take prior written permission from the developer/association about the all interior works proposed to be undertaken inside the unit. In no case use of lift will be allowed for carrying heavy materials.
- (v) That the said flat has been purchased by allottee specifically for residential/commercial (as the case may be) purpose. The allottee hereby undertakes that the said unit will not be used for any other purpose apart from as specified above and shall use the same in a manner that does not cause nuisance or annoyance to other occupants/owners of the project.
- (vi) The developer reserves the right to request the Allottee to provide any additional information or documents, as it may so desire pertaining to the Allottee and the Allottee agrees to furnish such information or documents without any objection whatsoever within the time prescribed by the developer.
- (vii) Use of the Common Areas and Facilities shall be subject to timely payment of maintenance charges and the Allottee agrees that in the event of any negligence or failure to pay maintenance charges on or before due date, the right to use such Common Areas and Facilities may be restricted without notice.
- (viii) The Allottee further agrees and undertakes to pay all Taxes and Cesses, Government rates, Ground rent (tax on land), municipal tax, property taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Governmental Authority on the Unit/Project as assessable or applicable from the date of the allotment. If the Unit is assessed separately the Allottee shall pay directly to the Governmental Authority and if the Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee.
- (ix) As and when any plant and machinery within the Project/Unit, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

ALLOTTEE(S)

by all the Allottees in the Project, on pro-rata basis. The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

- (x) The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the Unit or execution of Conveyance Deed, whichever is earlier, all the requirements, requisitions, demands and repairs which are required by any Applicable Law or any Governmental Authority in respect of the Unit/Project at his/her own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- (xi) The Allottee agrees and understands that terms and conditions of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with Applicable Laws and such amendment shall be binding on the Allottee.
- (xii) The Allottee agrees that the provisions of this Agreement and those contained in other annexures are specific and applicable to Unit offered for sale in the Project and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Project(s) of the Company/its associates/ subsidiaries or other bodies in which the Company is an interested party.
- (xiii) The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Company fully informed at all times in this regard.
- (xiv) The Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its directors, staff, agents, representatives, estate and effects, nominees, assignees, including the Maintenance Agency, indemnified and harmless against all or any losses, liabilities, claims, damages or consequences that the Company may suffer as a result of non-payment, non- observance, non-performance or breach of any of the covenants, warranties, undertakings, representations, terms and conditions stipulated in this Agreement or of any Applicable Laws by the Allottee. This will be in addition to any other remedy provided in this Agreement and/or available under Applicable Laws. The Allottee hereby accepts and acknowledges have clearly agreeing and understanding that this indemnity would cover all acts of commission and omission on the part of occupants, representatives, guests and/or any other person claiming under the Allottee.

**IN WITNESS WHEREOF the Parties have signed this agreement with their free will and consent, without any compulsion or coercion on this .....day of ..... 2018 and in the presence of following witnesses:**

SIGNED AND DELIVERED by the  
within named "Developer"

(Sumeet Luhadiya)  
Authorized Signatory of M/s Ravi Surya Affordable Homes

SIGNED AND DELIVERED by the  
Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

within named "Owners/Land Owners"

(Sumeet Luhadiya)

Authorized Signatory of **M/s Ravi Surya Affordable Homes**

As General Power of Attorney holder of Mr. Kana alias Kanaram Jat, Mr. Prakash Choudhary, Mr. Narayan Jat, Mr. Ganesh Choudhary, Mr. Sujya alias Suresh Choudhary, Mr. Ramu alias Ramlal Choudhary, Mr. Shaitan Singh Choudhary, Mr. Kaluram Choudhary

SIGNED AND DELIVERED

within named "Allottee(s)"

(\_\_\_\_\_)

WITNESSES:

1.

2.

**SCHEDULE – A  
DESCRIPTION OF LAND**

Residential Land Khasra No. 30 & 36, at Village Girdaripura, Tehsil & District Jaipur admeasuring 14516.17 Sq. Mtr.

**BOUNDED & SURROUNDED**

Towards East–Other's Land  
Towards West– Other's Land,  
Towards North- Other's Land  
Towards South–Sector Road 30 Mtr. Wide

Location Map

Signatures of parties:

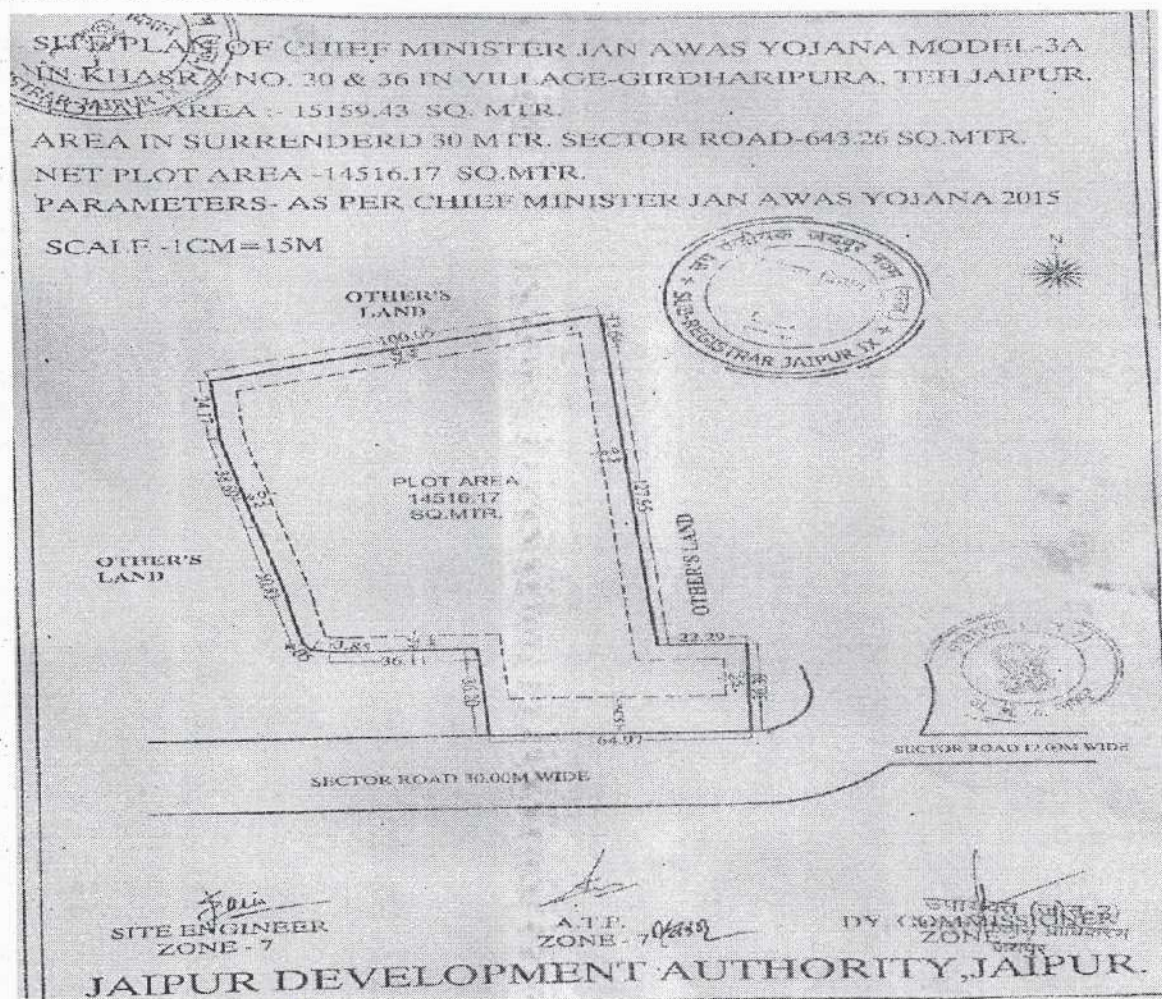
For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

(Lay-out Plan of the Project)



Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partners

ALLOTTEE(S)

**SCHEDULE-C****Details of Common Areas and Facilities**

1. The Project Land Only.
2. The Stair Cases, Lift, Lift Lobbies, Fire escapes and common entries and exits of the building.
3. The Common terrace, open Parking areas and common storage spaces within project land.
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward shafts or for the lodging of apartment service personnel.
5. Installation of central service such as electricity, water and sanitation and incinerating system for water conservation.
6. The water tanks, pumps, motors, fans, compressors, ducts, and all apparatus connected with installation of common use.
7. All other portions 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**

1. Project land.
2. Sewer System.
3. Water Supply System.
4. Electric Supply System.
5. Fire-Fighting System.
6. Storm Water Drainage System.

**SCHEDULE-E****Development works to be undertaken**

The Developer has conceived a detail plan of development work to be developed in the said project:

1. Fire fighting equipments,
2. Overhead & underground storage tank drinking water facilities and other services,
3. Fire escape staircases,

**SCHEDULE-F****(Salient Features)**

- Earthquake resistance RCC frame structure
- Lifts
- Sufficient electric points

**SCHEDULE-G****(Details of external Development)**

- Roads
- Footpath
- Water Supply
- Sewers
- Drains
- Common Area Lighting
- Fire Fighting Requirements
- Rain Water Harvesting

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

ALLOTTEE(S)

**SCHEDULE-H**  
(Details of Unit Price, Parking and club house charges and Payment Plan)

| Sr no. | Particulars                        | Amount (in Rs.) | Remarks |
|--------|------------------------------------|-----------------|---------|
| (A)    | Basic Sale consideration of unit   |                 |         |
| (B)    | Club house charges (if applicable) |                 |         |
| (C)    | Parking Charges (if applicable)    |                 |         |
| (D)    | <b>Total Price of the Unit</b>     |                 |         |

**Payment Plan of the Unit-**

|                                                                                |                                                |
|--------------------------------------------------------------------------------|------------------------------------------------|
| <b>Installment</b>                                                             | <b>%</b>                                       |
| <b>At the time of submission of application and Lottery (5% or as decided)</b> | <b>5%</b>                                      |
| <b>Within 30 days of the date of Lottery (5% or balance of 10%)</b>            | <b>5%</b>                                      |
| <b>At the time of Excavation</b>                                               | <b>25%</b>                                     |
| <b>On casting of Basement Floor/ground Floor slab</b>                          | <b>25%</b>                                     |
| <b>On casting of 2nd Floor</b>                                                 | <b>10%</b>                                     |
| <b>On casting of 5th Floor</b>                                                 | <b>10%</b>                                     |
| <b>On casting of 7th Floor</b>                                                 | <b>10%</b>                                     |
| <b>On casting of 9th Floor</b>                                                 | <b>5% + Club House Charges (If applicable)</b> |
| <b>On casting of 10th Floor</b>                                                | <b>Maintenance Security</b>                    |
| <b>On casting of 12th Floor</b>                                                | <b>Parking (If applicable)</b>                 |
| <b>At the time of possession</b>                                               | <b>5%+all other dues and charges</b>           |

**Note: - All Taxes including GST, duties and levies etc (as and when applicable) shall be payable extra as per prevailing rate.**

**SCHEDULE-I**

Details of Specification of material used in construction

As per building and works specifications for CHIEF MINISTER JAN AWAS YOJANA 2015 and rules framed under the scheme.

**SCHEDULE-J**

| Stage | Date by which the works are proposed to be completed | Details of works to be completed |
|-------|------------------------------------------------------|----------------------------------|
| 1     | 1/03/2020                                            | Super Structure                  |
| 2     | 1/9/2020                                             | Masonry                          |
| 3     | 1/11/2020                                            | Electricity work                 |

Signatures of parties:

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ALLOTTEE(S)

|   |            |                                  |
|---|------------|----------------------------------|
| 4 | 1/1/2021   | water & Sanitation               |
| 5 | 1/3/2021   | Flooring                         |
| 6 | 1/6/2021   | Fixing of door and windows       |
| 7 | 1/9/2021   | Painting                         |
| 8 | 30/11/2021 | outer development and possession |

**SCHEDULE-K**

(Details of received amount by the Developer from Allottee (s))

| Cheque/Cash<br>/D.D./NEFT/RTGS | Bank         | Date | Rupees |
|--------------------------------|--------------|------|--------|
|                                |              |      |        |
|                                | <b>TOTAL</b> |      |        |

**SCHEDULE - L****DESCRIPTION OF UNIT**

ALL THAT the Apartment No. .... measuring Super built-up area of ..... Square Feet (Carpet Area ..... Sq. Feet) on .....Floor in "SURYA RESIDENCY", at Residential Land Khasra No. 30 & 36, at Village Girdharipura, Tehsil & District Jaipur (Rajasthan) along with the undivided proportion of the land and right of use of the common areas with other Owners /occupants of the other Flats in the Residential Project.

**Annexure-1****Site Layout plan of project****Annexure -2****Lay-out plan of Unit****COMMON EXPENSES**

1. All costs of maintenance, operating, replacing, white washing, painting rebuilding, reconstruction, fire-fighting, decorating, re-decorating and lighting for common area, walls of the Residential Project etc.
2. The salaries, perquisites and allowances of all persons employed for the aforesaid purposes.
3. Insurance premium if any paid for insuring the Common areas against earthquake, fire, lightening, mob, damage, civil common etc.
4. All charges and deposits for supplies of common utilities.
5. Municipal taxes, land and building taxes and / or other taxes which are in force and / or other taxes which may be levied by the concerned authorities under any statute, rules or regulations for land/ building in Common Area and / or Common Area.
6. Any other costs charges incurred by Developer /the Maintenance Agency for maintenance and security of the Residential Project and for watch and ward staff.
7. All litigation expenses for protecting the title of the Land and Residential Project.
8. The office expenses incurred for maintaining the office for maintenance of common area.

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)

Signatures of parties:

For Ravi Surya Affordable Homes

DEVELOPER

Partner

ALLOTTEE(S)