

राजस्थान RAJASTHAN AL 968695

AFFIDAVIT

I, HARSHVARDHAN SINGH Son of KARAN SINGH aged 26 Years R/o 239, Rajputo Ka Bas, Uchiyara, Jodhpur ,Rajasthan-342027 Directorof M/s ASHAPURNA BUILDCON LIMITED, promoter of the proposed project / duly authorized do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "ASHAPURNA ANMOL PHASE-II" situated at KHASRA NO. 34MI., 37/1, 37MI., 37/2, OF VILLAGE JHALAMAND AT JODHPUR State RAJASTHAN under the provision of Rajasthan Real Estate (Regulation and Development)Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as from G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for sale is not derogation of or inconsistent with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
4. That if any contradiction arises in the future the deponent will be responsible for it.

For Ashapurna Buildcon Ltd.

Deponent

Auth. Signatory

Verification

I,HARSHVARDHAN SINGH Son of KARAN SINGH aged 26 Years R/o 239, Rajputo Ka Bas, Uchiyara, Jodhpur, Rajasthan-342027 Directorof M/s ASHAPURNA BUILDCON LIMITEDdo hereby that the content in para No.01 to 04 of my above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at on this Day of 2020

ATTESTED 16/8/2020

NOTARY, JODHPUR

For Ashapurna Buildcon Ltd.

Deponent

Auth. Signatory

Where Dreams Meet Reality...

ASHAPURNA BUILDCON LTD.

(AN ISO 9001-2008 CERTIFIED COMPANY)
Corporate Office : Opp. LIC Office, Circuit House Road, Ratanada, JODHPUR-342 011
Phone : 0291-2514747 / 2513747 / 3241747 Fax : +91-291-2514747
E-mail : info@ashapurna.com / Website : www.ashapurna.com

Ref. No. Date :

ALLOTMENT LETTER

Mr./Ms./Mrs. _____ **Dated:**_____
_____
_____
_____

Co- Appl._____(if, any)

Sub: Letter of Allotment of Villa/Plot in "ASHAPURNA ANMOL PHASE-II" situated at KHASRA NO. 34 MI., 37/1, 37 MI., 37/2, OF VILLAGE JHALAMAND AT JODHPUR State RAJASTHAN.

Dear Sir/Madam,

Hearty Congratulations!!!

We are delighted to inform you that you have been allotted a plot/villa bearing no. _____ having tentative Plot/villa area of _____ sq. ft., ("**Unit**") against your Registration/Application no. _____ dated _____ ("**Application Form**"), in our Project being developed upon project land situated at **"ASHAPURNA ANMOL PHASE-II", KHASRA NO. 34 MI., 37/1, 37 MI., 37/2, OF VILLAGE JHALAMAND AT JODHPUR State RAJASTHAN.**in accordance with terms and conditions of said Application Form and this Allotment Letter.

The allotment of the said Plot/Villa is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Agreement to Sell , proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in the Application Form.

The Said Project has been registered with the Real Estate Regulatory Authority on date _____and the Said Project's Registration Certificate No. is _____. This Registration is valid for a period of _____years commencing from_____, unless renewed by the Regulatory Authority. The details of the Promoter and the Said Project are also available on the website (www.rera.rajasthan.gov.in) of the Regulatory Authority.

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

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E-mail : info@ashapurna.com / Website : www.ashapurna.com

Ref. No.

Date :

For any query, please feel free to visit our corporate office at _____ and can also call on _____/_____ and we would be happy to assist you. You can also e-mail to us on _____.

Assuring you the best of our services.

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

Warm regards,
For M/s Ashapurna Buildcon Limited

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Plot/Villa bearing no. _____ having tentative Plot/Villa area of _____ sq. ft., in project named as **ASHAPURNA ANMOL PHASE-II ("Said Project")** which is being developed by **M/s ASHAPURNA BUILDCON LIMITED.** , upon project land as whole project named **ASHAPURNA ANMOL PHASE-II** ("**Whole Project**") subject to the terms & conditions of the Application/Registration Form no. _____ dated_____.

Thanks and regards,

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

(Customer Name)

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DRAFT

Agreement for Sale

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



This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this …….. day of …… 2018 at Jodhpur.

By and Between

M/s ASHAPURNA BUILDCON LIMITED a Company, duly registered and existing under the provisions of the Companies Act,1956 and Companies Act,2013, having its principle place of business at 4A, CIRCUIT HOUSE BOARD, RATANADA, JODHPUR RAJ- 342001 and its PAN is AAFCA1426L represented by its authorized …… S/o …….. (Aadhar No. ……) duly authorized vide authority letter dated …… passed and signed by all the director constituting the company, (Copy enclosed) (hereinafter referred to as the "Promoter"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

AND

Mr./Mrs./Ms …… son/daughter/wife of Mr. …… aged about …….. Years, R/o…….. (Aadhar No. ……..) (PAN ……) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

For Ashapurna Buildcon Ltd.

Auth. Signatory

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

INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;

(b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;

(c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;

(d) "Para" means a Para of this Agreement;

(e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;

(f) "Regulation" means the Regulation made under the Act;

(g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

(h) "Schedule" means the Schedule attached to this Agreement; and

(i) "Section" means the section of the Act.

(j) is missing

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

A. The Promoter is in lawful possession of various plots at KHASRA NO. 34 MI., 37/1, 37 MI., 37/2, OF VILLAGE JHALAMAND AT JODHPUR State RAJASTHAN (hereinafter referred to as 'Land' and more fully described in the Schedule-1).

B. The owner of the Land is Mrs. Dhepi Devi wife of Sh. Pusharam R/o 101, Near Ramdev Colony, Jalore (Rajasthan) and Chena Ram son of Shri Dhanna Ram R/o Village Uchiyarda, Jodhpur (Rajasthan) The Land was

For Ashapurna B[illegible] Ltd.

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purchased by such owner from Kana ram,Ratna Ram, Banshi Lal, Ranchod Ram, Dakhu Son of Teja Ram, Pepa, Kewal Ram, Jagdish Son of Prabhuram, as stated in the Conveyance deed/ Lease-deed dated 12th December,2012, registered on 12th December,2012 in the office of Sub- Registrar Jodhpur(Third) in its Book No. 1 Volume No. 545 at Page No. 25 bearing Serial No. 2012018335 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No.2173 at Page No. 275 to 288 in favour of Dhepi Devi for Khasra no.37/1 and for Khasra no.-34 Mi, 37 Mi, 37/2 as stated in the will deed in favour of Chena Ram by Pusa Ram dated 26th August,2013 registered on 26th August,2013 in the office of Sub-Registrar Jodhpur(Third) in its Book No. 3 Volume No. 7 at Page No. 137 bearing Serial No. 2013000202 and an additional copy of the same was also pasted in its additional Book No. 3 Volume No.14 at Page No. 337 to 346, the consent of such owner of the Land has been taken and as such a collaboration agreement/development agreement /joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on 27th June,2019. in the office of Sub- Registrar Jodhpur(Fourth) in its Book No.1 Volume No. 226 at Page No.20 bearing Serial No. 201903054101334 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 901 at Page No.213 to 230.

C. the said land is earmarked for the purpose of Residential Villa project and the said Project shall be known as **"ASHAPURNA ANMOL PHASE-II"** ("Project")

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

E. The Developer has got construction permission from JDA, Jodhpur for each plot collectively known as project "ASHAPURNA ANMOL PHASE-II" (**Refer Schedule-7**)

F. The Land is free from all encumbrances.

G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as " ASHAPURNA ANMOL PHASE-II ", (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Villa/ and includes the common areas, the development works,

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all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring **13839.48** square meters situated at KHASRA NO. 34 MI., 37/1, 37 MI., 37/2, OF VILLAGE JHALAMAND AT JODHPUR State RAJASTHAN and latitude & longitude of the end points of the Project are ..... respectively. The location details are fully described in the Schedule-1.

H. The Project has been registered with the Real Estate Regulatory Authority on ..... (date) and the Project Registration Certificate No. is ..... . This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.

I. The layout plan/ site plan of the Project has been sanctioned vide No. 16/19 dt. 21/06/2019 by the JDA, Jodhpur (competent authority), and copy of which is enclosed as Schedule-2.

J. Approval of specifications of the Project and permission of building construction upto.....meters height under the relevant legal provisions has been accorded vide No..... date..... by the ..... (Competent authority). The specifications of the Project are as under:- SCHEDULE-6

.....

.....

.....

.....

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

K. The details of Floor plan of the Villa No. ..... and for block of the Project is given in Schedule-3 & Refer Schedule-7.

L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :- Not applicable

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M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

As described in Schedule-6 are the features to be provided

N. The details of other external development works to be taken for the Project are as under:-

O. The details of specifications of material used in construction are as under:-

SCHEDULE-5 & 6

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

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

Q. Temporary fire NOC for the Project has been accorded by the.....vide No..... dated..... (Not Applicable)

R. The Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date..... (Not Applicable)

S. Environmental Clearance from the department concerned has been obtained or the Project. (Not Applicable)

T. Public Health & Engineering Department has also given NOC for developing the Project (Not Available)

U. The Promoter has opened a separate account in Branch PWD Road, Jodhpur Of Au Small Finance Bank for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.

V. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Villa, has applied for allotment and to purchase a Villa (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application

For Ashapurna Buildcon Ltd.

Auth. Signatory

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 Villa 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.

W. The Allottee has applied for a villa in the Project vide application no. ..... dated ..... and has been allotted villa no. ..... having area of ..... square feet, and villa for garage/covered parking no. ..... admeasuring ..... square feet in the ..... (if applicable in the .....) (*Please insert the location of the garage/covered parking*], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Villa" more particularly described in Schedule-7 (Subject to the villa)

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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Villa] and the garage/covered parking (if applicable) as specified in para V.

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

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Villa as specified in para 'W'

1.2 The Total Price for the Villa based on the carpet area is Rs. ..... (in words Rupees..... only) **("Total Price")** (Give break-up and description):-

For Ashapurna Buildcon Ltd.

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Villa ..... Type…… Floor……..	Rate of Villa per square feet*
Total Price (in Rupees)	

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

Explanation:

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

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Villa to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification: Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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

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(iv) The Total Price of Villa includes price of land, construction of, not only the Villa but also, the common areas, internal development charges, external development charges, Lease Charges after transfer of JDA Patta, taxes, cost of providing electric wiring, electrical connectivity to the Villa , water line and plumbing, in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Villa and the Project.

1.3 The villa Price is escalation free, save and except following:

i. The charges which are already deposited with local authority/JDA in regards to Internal development charges (IDC) and External development charges (EDC) by the promoter. Any additional charges demanded from the local authority/any government agency apart from the charges deposited will be paid by the allottee in the proportionate ratio

ii. As the part of EDC, the promoter have deposited required amount as per Rajasthan township Policy 2010 to local authority/JDA, against which JDA would undertake works including building of approach road, sector road plantation along the approach road/ sector road street lighting along the approach road/ sector roads cross drainage works and storm-water drains. Further, the estimates of EDC charges for cost of providing sewer line, water supply and power line to the scheme will be provided separately by concerned agency. Further, as the part of EDC, the promoter based upon the self estimates has already taken Rs.50 /square metre of the villa area for the above mentioned works. It is to be further notified that any works within the estimates of Rs. 50/square mt. will be done by promoter, if any additional charges are estimated or demanded by the local authorities/government agency or the promoter (developer) to complete the works, apart from the estimated amount of Rs. 50/sq. mt. of the villa area, the amount will be charged by promoter from the allottee in proportionate ratio, for which the allottee will be bound to pay and the same is enforceable on the allottee. If the required charges are not provided by the allottee to the promoter, the promoter would have no liability to complete the concerned works related to external development. Any delay caused therein on account of any government or natural or any other reasons will not be included in the same. Since the external development work pertaining to electricity connections, water connections and sewerage connections depends on the concerned Government Department, therefore, there will be no limitation in this respect on the part of the promoter but the promoter will make all out efforts in this respect. That it is clarified that the no interest will be taken or charged from the promoter in case of any delays in execution of work either by the government agency or the allottee for the charges of 50/sq.mt. Of the villa area.

iii. As part of internal development works, the promoter will be under obligation to complete the internal development works such as construction of roads, laying of power line and street lighting, laying of water lines, construction and development of parks, plantation, construction of boundary wall of colony, etc. However, as per Rajasthan township policy 2010, the laying of sewer line and storm water drainage as a part of internal development shall be done by JDA, for which promoter has already paid the necessary required charges. If because of delay in

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the external development work if the internal development work is effected then the allottee shall have not right to take any kind of action against the promoter.

iv. That any tax applied/surcharge/any other government charges by the government apart from the present prevailing tax will be paid by allottee during or after the completion of the project.
Further, in future, the promoter would not be liable for any future maintenance of roads, footpaths, or any other internal or external development once executed and built. The same can be only maintained if the promoter gets the required maintenance amount from the allottee in proportionate ratio

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

Annexure 'A'

Total Cost of the Villa No. 206	.....	
Amount paid as per schedule		
1. Advance Payment /Booking Amount (within 30 days as on Booking date)	10%	
2. At the time of Commencement of Construction	10%	
3. At the time of plinth level	20%	
4. At the time of Lintel Level	10%	
5. At the time of Slab level Ground Floor	10%	
6. At the time of Slab level First Floor	10%	
7. At the time of Commencement of Plaster Work	5%	
8. At the time of Commencement of Sanitary and Electricity fitting	5%	
9. At the time of Commencement of Flooring work	5%	
10. At the time of Commencement of Wooden work	5%	
11. At the time of Commencement of Paint work	5%	
12. At the time of Completion and handing over	5%	
GRAND TOTAL		
Extra Work Charges (If any)		As per Actual
Registry and Other Charges as actual		As per Actual

Terms & Conditions :-

1. All Payment must be made as per above schedule.

For Ashapurna Buildcon Ltd.

Auth. Signatory

All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

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

(i) The Allottee(s) shall have exclusive ownership of the Villa;

(ii) The Allottee(s) shall right to visit the project site to assess the extent of the development of the project and his villa.

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

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

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

For Ashapurna Buildcon Ltd.

Auth. Signatory

2. Interest as per RERA will be charged on the outstanding amount from the date the amount becomes due up to the date of realizing the payment.
3. All Taxes like GST, Corporation Tax, Building Tax and other taxes which will be chargeable, the party of the allottee will be liable to pay the same and also to pay the statutory charges which are payable today or will be payable in future or whatever increase will be made therein the party of the allottee will pay the same.
4. Any extra construction will be at extra cost @ Rs. 1600/- per sq. ft.
5. In case of cancellation by purchaser the deductions and refunds will made as per by-laws / policies of the company.
6. All actual legal and administrative expenses for registration of villa shall be paid by the purchaser at the time of registry.

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

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '6' and Schedule '8' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Villa without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement.

For Ashapurna Buildcon Ltd.

Auth. Signatory

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

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of Ashapurna Buildcon Limited payable at Jodhpur.

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 Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

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

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application/allotment of the said Villa apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

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

6. **CONSTRUCTION OF THE PROJECT:**

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

7. **POSSESSION OF THE VILLA:**

7.1 **Schedule for possession of the said Villa** – The Promoter agrees and understands that timely delivery of possession of the Villa to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Villa along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/12/2025, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (*"Force Majeure"*). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the

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

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

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

7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Villa to the Allottee, it shall be the

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responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e 10% of Sale Price) paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Villa (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Villa, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

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

(i) The owner of the Land is Mrs. Dhepi Devi wife of Sh. Pusharam R/o 101, Near Ramdev Colony, Jalore (Rajasthan) and Chena Ram son of Shri Dhanna Ram R/o Village Uchiyarda, Jodhpur (Rajasthan) The Land was purchased by such owner from Kana ram,Ratna Ram, Banshi Lal, Ranchod Ram, Dakhu Son of Teja Ram, Pepa, Kewal Ram, Jagdish Son of Prabhuram, as stated in the Conveyance deed/ Lease-deed dated 12th December,2012, registered on 12th December,2012 in the office of Sub-

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Registrar Jodhpur(Third) in its Book No. 1 Volume No. 545 at Page No. 25 bearing Serial No. 2012018335 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No.2173 at Page No. 275 to 288 in favour of Dhepi Devi for Khasra no.37/1 and for Khasra no.-34 Mi, 37 Mi, 37/2 as stated in the will deed in favour of Chena Ram by Pusa Ram dated 26th August,2013 registered on 26th August,2013 in the office of Sub- Registrar Jodhpur(Third) in its Book No. 3 Volume No. 7 at Page No. 137 bearing Serial No. 2013000202 and an additional copy of the same was also pasted in its additional Book No. 3 Volume No.14 at Page No. 337 to 346, the consent of such owner of the Land has been taken and as such a collaboration agreement/development agreement /joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on 27th June,2019. in the office of Sub-Registrar Jodhpur(Fourth) in its Book No.1 Volume No. 226 at Page No.20 bearing Serial No. 201903054101334 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 901 at Page No.213 to 230;

(In case the Promoter is not owner of the Land, give details of collaboration with such owner)

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

(In case litigation, give details)

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the

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said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;

(x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

(i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by

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the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Villa, which shall be paid by the Promoter 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 demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

(ii) In case of default by Aloottee under the conditions listed above continues for a period beyond 15 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

Missing point iii, iv, v

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

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

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

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

11. **MAINTENANCE OF THE SAID VILLA:**

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The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance will be charged from allottee @ Rs. ……/- per square ft at the time of possession.

12. **DEFECT LIABILITY:**

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

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

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Villa or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

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

15. **GENRAL COMPLIANCE WITH RESPECT TO THE VILLA:**

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to

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the said building Villa 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 villa, and keep the said villa , 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.

15.2 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 Villa 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 Villa.

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

Most of the points are missing in this as previous one

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **BINDING EFFECT:**

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

20. **ENTIRE AGREEMENT:**

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

21. **RIGHT TO AMEND:**

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

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

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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 Villa 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.

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

23.1 The Promoter 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 Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. **SEVERABILITY:**

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

25. **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 Villa in the Project.

26. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the

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instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ---------- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at---------- (*specify the addres of the Sub-Registrar*). Hence this Agreement shall be deemed to have been executed at ----------.

28. **NOTICES:**

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

M/s ASHAPURNA BUILDCON LIMITED	Allottee(s) name
4A, CIRCUIT HOUSE BOARD, RATANADA, JODHPUR RAJ-342001	Address……..

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

29. **JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address

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given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

30. **SAVINGS:**

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

31. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32. **DISPUTE RESOLUTION:**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

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

33. OTHER TERMS

(i) That the Allottee hereby undertakes that he/she/it will not indulge into any activity or do as such act which will bring disrepute to the promoter/association or other occupants of this colony, in any manner whatsoever.

(ii) That allottee agrees that if extra work is executed on his request in then the allottee will pay additional cost and extra time to the promoter for the purpose of execution of additional work.

(iii) For the purpose of installation of the water and electricity meter the allottee would submit all related documents or any signatures to be done and the actual charges to the respective government departments

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himself/herself. The promoter would have no responsibility in this regard, though the promoter would extend all the possible support to the allottee in order to get water and electricity connections done. . After the electricity and water connection is done of the building/bungalow, if any technical fault or any other fault or any other loss is caused on account of the same then the promoter will not be liable in any manner. Any variation in account of electricity charges, water charges etc. by competent authorities will be borne only by the allottee

(iv) The said colony has been named by the promoter as "ASHAPURNA ANMOL PHASE-II " Village- Jalamand, Jodhpur The promoter does have the absolute right to give the name the colony. The allottee will have no right to raise any dispute in respect of giving the name of the colony.

(v) In case the allottee do not make timely payment of the demand raised then he/she shall be liable for interest as per Rajasthan Real Estate (Regulation & Development) Rules, 2017.

(vi) That the side walls of villas are common and it will remain common in future. So Allottee shall have no rights and damage these wall in any manner whatsoever.

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

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

Passport size photograph with signature across the photograph (First Allottee)	**Passport size photograph with signature across the photograph (Second-Allottee)**	**Passport size photograph with signature across the photograph (Third Allottee)**
Signature (Name) (First Allottee)	**Signature (Name) (Second-Allottee)**	**Signature (Name) (Third Allottee)**

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

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PROMOTER For and on behalf of M/s Ashapurna Buildcon Limited
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
1- Signature
Name
Address

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SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

1.

S NO	KHASRA NO.	PLOT NO	SIZE	SQ YDS.	SQ MTR.
	34 Mi, 37/1,37 Mi , 37/2				

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

In North

In South

In East

In West

And measuring Total Land =

3- Latitude/ Longitude of the end points of the Project

In North

In South

In East

In West

4- Other details of the location of the Project

5- Location Map

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

(Floor Plan of the Villa Type in the Project)

SCHEDULE-4

[Description of the Villa and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

In North

In South

In East

In West

PARKING (If Applicable)

Area

SCHEDULE-5

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

Specifications Missing

SCHEDULE-6

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

SCHEDULE-7

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

S.No	Particulars	Details
1.	Plot No.	
2.	Application No.	
3.	Villa No.	
4.	Patta issued on and Registered on	
5.	Registered with Sub-Registrar	
6.	Book No., Volume No, Page No., Serial No.(In respect to said plot)	
7.	Villa Type	
8.	Carpet Area (Sq Mtr.)	
9.	Balcony Area	
10.	No. of Floors	
11.	Price of Villa(Rs.)	
12.	Amount paid till date(Rs.)	
13.	Maintenance charges for up keeping of villa @..... per month in addition delayed period interest if not deposited on time.	

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