

AGREEMENT TO SALE



SOUTH COURT

LIFE HAS GOT A NEW DESTINATION

2/2.5/3/3.5 BHK HIGH-RISE LUXURY APARTMENTS
@ JAGATPURA, JAIPUR.



FORM-G [See Rule-9] Agreement for Sale

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

Affix Color photograph
of the authorized signatory
of Promoter with signature
across the photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on thisday ofTwo thousand and at.....

By and Between

M/s Shree Ram Kripa Build Home Pvt. Ltd, a company incorporated under the provisions of the Companies Act, 1956 having its corporate office at 26, Bajrang Vihar, Behind Durgapura Railway Station, Durgapura, Jaipur, through its Authorized Signatory duly authorized by its board of directors and its PAN is AAMCS0195F, represented by its authorized signatory Mr.....(Aadhar No.....) or hereinafter referred to as the "Promoter hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

[If the Allottee is Individual]

Mr/Ms./Mrs.Aadhar No. Son/daughter/wife of Mr..... aged about.....years, R/o (PAN)
JOINTLY WITH (If applicable)

Mr/Ms./Mrs.Aadhar No. Son/daughter/wife of Mr..... aged about.....years, R/o (PAN)
(hereinafter jointly and severally 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).

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter 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 including those of the respective partners) of the OTHER PART.

OR

[if the allottee is Company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office atand its PAN is..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, 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.

OR

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

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) "Carpet area" means the net usable floor area of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
 - (d) Super built-up area" means built-up area plus proportionate common area and proportionate limited common area, proportion for the limited common area shall be calculated on the basis of number of common users of that particular limited common

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- (a) area.
- (b) "Interest" means the interest payable at the rate specified in rule 17 of the rules; which is the State Bank of India's highest marginal cost of landing rate plus 2%, provided if the State Bank of India's marginal cost of funds landing rate is not in use then it would be replaced by the present bench mark landing rate which the State Bank of India may fix from time to time for landing to general public. At present the general landing rate of State Bank of India is _____ % per annum and as per rule 17 by adding 2%, the rate of interest for the purpose of this agreement would be ____%.
- (c) "Para" means a Para of this Agreement;
- (d) "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;
- (e) "layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary and includes building layout plan;
- (f) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- (g) "Minor additions or alterations" means but not limited to any changes in the project with respect to internal works, brick works, column, structural location, service location, parking, landscaping & mechanical etc.
- (h) "planning area" means a planning area or a development area as specified under the master plan;
- (I) "project land" means any piece, parcel or parcels of land on which the project is developed and constructed by a promoter; and
- (j) "Regulation" means the Regulation made under the Act;
- (k) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (l) "Schedule" means the Schedule attached to this Agreement; and
- (m) "Section" means the section of the Act.

WHEREAS THE PROMOTER DECLARES THAT,-

- A. The Promoter is in lawful possession of the land bearing Khasra no. 123,124,133/659 Village Narshingpura @ Riksha, Tehsil Sanganer, Jaipur admeasuring a total area of 9644.41 Sq. yards (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. Originally a piece of khatedari land admeasuring a total area of .86 hectares (8600 Sq. Mts. i.e. 10285.60 Sq Yards) bearing Khasra No. 123, 124 and 133/659 jointly held by Mrs. Anju Gupta w/o Shri Ghanshayam Gupta and Mrs. Lata Phulwani w/o Shri Bhagwan Das Phulwani was duly converted and necessary order under section 90-A of Rajasthan Land Revenue Act 1956 for development of a Group Housing Project was obtained. After

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that a Lease Deed (JDA Patta) no. 17793 dated 17.2.2011, was issued by Jaipur Development Authority Jaipur in favour of Mrs. Anju Gupta w/o Shri Ghanshayam Gupta and Mrs. Lata Phulwani w/o Shri Bhagwan Das Phulwani admeasuring 8063.69 sq. Meter / 9644.41 sq. yards. This was registered in the office of Sub Registrar Jaipur I on 28.3.2011 at S.No. 2011051002980 Book No. 1, Volume No. 594 page no. 118 and an additional copy of the same was pasted in book no. 1, volume no. 2372 from page no. 211 to 229.

WHEREAS Mrs. Anju Gupta w/o Shri Ghanshayam Gupta has sold her undivided share of said land to Mrs. Lata Phulwani w/o Shri Bhagwan Das Phulwani vide sale deed dated 03.12.2012 which was registered in the office of Sub Registrar Sanganer II on 5.12.2012 vide registration s.no. 2012399006719 book no. 1 volume no. 19 page no. 103 and an additional copy of the same was pasted at book no. 1, volume no. 759 from page no. 10 to 19.

WHEREAS on the basis of the Registered Sale Deed, the Deputy Commissioner Zone – 9, Jaipur Development Authority have issued a name transfer letter no. JDA/ZONE9/2012/D-7578 dated 17.12.2012 in favour of Smt. Lata Phulwani.

And also a General power of attorney executed by Mrs. Lata Phulwani in favour of Shri Ashish Agarwal Director of M/S Shree Ram Kripa Buildhome Pvt. Ltd. on 15.1.2013 which was duly registered in the office of Sub Registrar Sanganer I on 16.01.2013 vide S. No. 2013067000024 Book No. 4, volume No. 40 Page No. 10 and an additional copy of the same was pasted in book no. 4 volume no. 101 from page no. 700 to 707.

Whereas a rectification lease deed issued on 6/9/2013 by The Dy. Commissioner Zone 9, Jaipur Development Authority Jaipur regarding correction in khasra no. i.e. 133/659 instead of 133/669 which was duly registered in the office of Sub registrar Jaipur—I on 13.09.2013 at S.No. 201305104034 Book no. 1 Volume NO. 780 Page no. 100 and additional copy pasted in Book no. 1 Volume no. 3115 Page no. 607 to 611 .

- C. The said land is earmarked for the purpose of residential project and the said project shall be known as "SOUTH COURT".
- 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 maps in respect of the Building/Complex to be developed upon the Project Land were approved by Jaipur Development Authority vide its letter No JDA\ACTP \ BPC \ 2014 \ D534 dated 19.03.2014.
- F. Whereas the owner has purchased the land situated at Khasra no. 123,124,133/659 Village Narshingpura @ Riksha, Tehsil Sanganer, Jaipur admeasuring a total area of 9644.41 Sq. yards from Mrs. Lata Phulwani on 04/07/14 vide Regd. Sale Deed duly registered in the office of Sub Registrar, Sanganer-II on 07/07/14 vide registration S.No. 2014399003089 Book no. 1, Volume No. 266, Page no. 29 an additional copy of the same was pasted in Book no. 1, Volume no. 1061, from page no. 307 to 320.

Signature of Promoter

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- G. Whereas on the basis of the Registered Sale Deed, the Deputy Commissioner Zone—9, Jaipur Development Authority have issued a name transfer letter no. JDA/ZONE9/2014/D-3821 dated 2207.2014 in favour of M/S Shree Ram Kripa Build Home Pvt. Ltd.
- H. AND WHEREAS owner became the absolute owner of the said land in question together with all construction so made or that may be made thereon for the project are free from all encumbrances and no litigation is pending in relation to the said land and/ or the project and the said property so developed or being developed is free from all encumbrances and the particular flat/ space/ unit in question, which is the subject matter of this agreement to sell, is not the subject matter of any other agreement/ arrangement. As such the Seller has every right, title and interest to allot, sell, transfer or alienate the said property against the agreed sale consideration and on the terms and conditions so agreed and mentioned hereinafter.
- I. There is an encumbrance from TATA Capital Housing Finance Limited, a NBFC, having its registered office at One Forbes Dr V B Gandhi Marg Fort Mumbai-400001, India against equitable mortgage on the property of the Promoter situated at Khasra NO. 123,124,133/659 Village Narshingpura @ Riksha, Tehsil Sanganer, Jaipur, Rajasthan.
- J. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'SOUTH COURT', (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments / buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 9644.41 square yards situated at Khasra no. 123,124,133/659 Village Narshingpura @ Riksha, Tehsil Sanganer, Jaipur and latitude & longitude of the end points of the Project and the location details are fully described in the Schedule-1.
- K. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. isThis 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.
- L. Approval of specifications of the Project and permission of building construction upto Mts. Height (Stilt+9+Terrace Floor) under the applicable Laws have been granted by the Jaipur Development Authority.
- M. 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, except minor additions or alternations; The copy of approved layout/site plan is attached herewith as Schedule-2
- N. The details of Floor plan of the Apartment No. _____ and for Block..... of the Project is given in Schedule-3.
- O. 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, of the Act have been specifically provided under Schedule-4.
- P. The details of salient features of the proposed Project including access to the project,

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design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, other facilities and amenities, public health services and other internal development works proposed to be provided in the Project have been specifically provided under Schedule-5 attached hereto.

- Q. The details of other external development works to be taken for the Project are as under: - Not Applicable.
- R. The details of specifications of material used in construction of the Project have been specifically provided under Schedule-6 attached hereto.
- S. The stage wise time-schedule of completion of the Projects Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works have been specifically provided in Schedule-7 attached hereto.
- T. The Airport Authority of India has also granted NOC for height clearance for the Project vide its letter bearing no. AAI/NOC/2013/37/ 506 dated 20/02/2013
- U. Environmental Clearance from the department concerned Environment Impact Assessment Authority has been obtained for the Project vide its letter bearing no. FI(4)/SEIAA/SEAC-Raj/Sectt/Project/Cat.8(a)B2 (535)/12-13 Jaipur dated 12/09/2013
- V. The Fire NOC has also been issued by Chief Fire Officer Nagar Nigam, Jaipur vide its letter bearing no. एफ.9()आ.फा./न.नि.ज/16-17/2009 dated 22/02/2017
- W. The Promoter has opened a separate account in Gopalpura Bye Pass Branch Jaipur of ICICI Bank Ltd. for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- X. 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 Apartment/ Building, has applied for allotment and to purchase Apartment /Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs.....(in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment 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.
- Y. The Allottee has applied for an apartment in the Project vide application no datedand has been allotted apartment no. having carpet area of square feet, type:on floor in tower no. ("Building") along with garage/covered no. admeasuringsquare feet in the, 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 "Apartment" more particularly described in Schedule-8 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.
- Note: Garage includes covered car parking/basement car parking/stilt car parking.
- Z. 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.

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- AA. 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;
- BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/covered parking as specified in para Y.
- CC. The details of common area are as under:-
- (a) Staircase on all floors, excluding the stairs leading to the roof;
 - (b) Staircase & lift landing on respective floors;
 - (c) Such paths and passages and areas will be set apart by the builder for common use;
 - (d) Drainage & sewerage;
 - (e) All electrical wiring, meters & fittings excluding only any unit and/ or exclusively reserved for its use;
 - (f) Common urinal and toilet at stilt floor;
 - (g) Lift, lift well and machine room,
 - (h) Water pipes and other common plumbing installation from submersible pump to the overhead water tanks and from over water tanks to the common toilets and common water connections;
 - (j) Lights and electric linings in common area;
 - (k) 24 Hours manned security, CCTV security system;
- M. The details of limited common areas and facilities are as under:-
Car Parking, Store Area, Corridor, Community Area, Terrace Area & Club.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para 'Y'
- 1.2 The Total Price for the Apartment based on the carpet area is Rs..... (in words Rupees.....only) ("Total Price") The applicable taxes viz VAT, Work Contract Taxes, GST etc. as the case may be shall be paid by the allottee separately as per prevailing rates.

Block Building Tower no..... Apartment no....	Rate of Apartment per square feet (carpet area)	Rate of Apartment per square feet (built-up area)	Rate of Apartment per square feet (super built-up area)
Type.....			
Floor.....			
Total Price (in Rupees) (Exclusive of applicable taxes viz VAT, Work Contract Taxes, GST etc.			

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And (if/as applicable) subject to the provisions of building by-laws

Garage/Stilt/ covered parking-	Price for 1 (in Rs.)
1Garage//Stilt/covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	

Explanation:

- (i) The Total Price above includes the booking amounts of Rs (Rupees) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'X'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST 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 Apartment 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 changed modification:

Provided further that if there is any increase in the taxes/ government levy/duties and lease money 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;
- (iv) The Total Price of Apartment/ includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
- (v) It shall be the duty of the buyer to deduct and deposit TDS as per the applicable rates on the sale consideration paid either in installments or in full whatever the case may be and shall produce a receipt of such deduction to the promoter.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority, increase in lease money charges and/or any other increase

Signature of Promoter

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in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 As mentioned in para 'X' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. /- (Rupeesonly) (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 :-

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No.1.2	Installment Amount in Rs.	Period with in which the installment amount is to be paid by the Allottee

Note: Payment plan will be as per the mutual discussion between the parties.

1.5 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-'9' and Schedule-'10' (which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

The Promoter shall confirm to the final carpet areas that has been allotted to the Allottee after the construction of the building is completed, by furnishing details of the changes, 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 any change in the carpet area which is more than three percent of the carpet area of the Apartment, allotted to

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Allottee, the promoter may demand/refund the difference amount from/to the Allottee. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No. 1.2 above.

- 1.6 Subject to Term No. 9.3 the Promoter agreed and acknowledged, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment during working hours.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment along with -----garage covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except 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.
- 1.8 The Promoter agrees to pay all outgoings/ dues—before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to 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.
- 1.9 The Allottee has paid a sum of Rs.------(Rupees ----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the

Signature of Promoter

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payment plan at Term No. 1.4 above as may be demanded by the Promoter within the time and manner specified therein.

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

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction 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 favor of 'M/s Shree Ram Kripa Build Home Pvt. Ltd.' payable at Jaipur.

The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s). Payments shall be made by the Allottee within 15 days from date of demand letter. In the case of Home Loan, demand letter shall be signed by the Allottee within 2 days.

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

3.1 The Allottee, if having 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 to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only. However allottee shall be entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Promoter.

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

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

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement. The Allottee has seen, understand & accepted the brochure of the project & disclaimers of the brochure shall be legal binding effect.

7. POSSESSION OF THE APARTMENT:

7.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After 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 Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in 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.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance/Society/RWA, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment-Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment 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 from the date of offer of possession as specified under Term No. 7.2 above & holding/safeguarding charges @ Rs. 15,000/- per month on pro rata basis for the period of delay.

7.4 Any interior/fit out works in the Apartment shall be permissible only after notice of possession or execution of sales deed.

7.5 POSSESSION OF THE ALLOTTEE- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the 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.

7.6 CANCELLATION BY ALLOTTEE- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act, Rules & Agreement:

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

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

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

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

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There is an encumbrance from TATA Capital Housing Finance Limite, a NBFC, having its registered office at One Forbes Dr V B Gandhi Marg Fort Mumbai-400001, India against equitable mortgage on the property of the Promoter situated at Khasra NO. 123,124,133/659 Village Narshingpura @ Riksha, Tehsil Sanganer, Jaipur, Rajasthan.
- (iv) As per the best of the knowledge of the Promoter there are no litigations pending before any Court of law or Authority with respect to the said Land & Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter 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 the completion certificate has been issued and 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;

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment, 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 one demand 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.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond one consecutive month after notice from the Promoter in this regard, the Promoter 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 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.

- (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/Unit 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/Unit.
- (iv) Failure, pursuant to a request by the Promoter, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Promoter 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 Promoter 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 of/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.

10. CONVEYANCE OF THE SAID APARTMENT:

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

Provided that in absence of local law, the conveyance deed in 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. ASSOCIATION OF OWNERS AND MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 11.1 The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the formation of RWA taking over of the maintenance of the Project by the Resident Welfare Association (RWA)/Maintenance Society. The cost of such maintenance has been excluded in the Total Price of the Apartment.
- 11.2 That within a period of 3 months after the agreement to sale has been executed for majority of apartments or booking has been made for such number of apartments then the promoter shall form a society (either under societies registration act, or cooperative society act) or any association of the residents or any other body corporate for the responsibilities of maintenance of common amenities and common services described in and/or with such other object or purpose or in such manner and to such extent as the promoter or their nominees may decide from time to time. The allottee agrees and undertakes that in the event of decision of the promoter to form any such society or association or body corporate, he shall be bound to join, subscribe and become a member of the society or association or body corporate and to abide by and comply with the bye-laws and rules and regulations of such society or association or body corporate. The allottee has undertaken that he/she shall at all times sign and execute the application for registration and all other documents necessary for the formation and registration of the society or association or body corporate including its bye-laws and shall duly fill in, sign and return to the promoter within 10 (Ten) days of the same being forwarded by the promoter to the Allottee. The Allottee shall not raise any objection, if any changes or modifications are made in the draft bye – laws as may be required by the registrar of societies or other competent authority as the occasion may demand. After the allottee hands over the management / maintenance of the common amenities and common services to the society or association or body corporate, it shall be the sole responsibility of the society or association or the body corporate, as the case may be, to run and maintain the common amenities and all common services and to determine from time to time the rate and amount of combined expenses and outgoings for the common amenities and common services along with the sinking fund charges recoverable proportionately from the allottee and from all other parties and the allottee agrees that he shall be liable to pay the said combined expenses and outgoing for common amenities and services and other dues to the society or association or the body corporate as the case may be from time to time & regularly. In the event of the society or the body corporate being formed and registered, the society or association or body corporate so formed shall be solely responsible for the administration of the affairs in relation to the apartments/multistoried residential scheme and the property appertaining thereto and for the management of common areas & facilities. The society may look after the said affairs of residential scheme on its own or appoint a professional agency for the said purpose.
- 11.3 The "Allottee/s" hereby agrees to pay to the promoter/society/body corporate as the case may be, a non-refundable interest free sum of Rs. _____/- (Rupees _____Only) as payment towards 'Maintenance Corpus' of the Society or the body corporate as the case may be [hereinafter known as "Said Corpus"] at the time of offer of possession. Upon formation of the Society & after written request from more than fifty percent of Allottes, the promoter shall be bound to deposit this sum in a separate bank account of the Society. All principle and interest monies in the said account shall exclusively be used for maintenance, upkeep and repairs of the said building. The said maintenance corpus 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 corpus fund may be invested in fixed deposits/Government Securities and / or debt mutual funds or in any other manner as may be approved by the promoter/Society/body corporate.

 Signature of Promoter

 Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 11.4 The "Allottee/s" hereby agrees that in case shortfall occurs in maintenance funds being available from interest earned out of corpus funds then, in addition to the money paid towards the Said Corpus referred to above, he shall pay such proportionate maintenance cost on a monthly basis as determined by the Society and/or the "Promoter". 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 promoter 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 remove common benefits, amenities, facilities and services etc. apart from the right to recover the charges with minimum interest @ 12 % p.a. from the allottee and/or from the occupier of the said flat.
- 11.5 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 promoter. The promoter shall maintained the building/project from the maintenance corpus and its earnings, but if any shortfall occurs in maintenance funds being available from interest earned out of corpus funds then, the flat owner/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the "Promoter" on the terms and conditions mentioned herein unless agreed to separately. The Buyer agrees to pay proportionate share of all expenses incurred by the Promoter for maintenance of said building "South Court" as and when demanded by the promoter.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect and 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 or after receipt of occupancy certificate from competent Authority whichever is earlier, 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 APARTMENT 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 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.

14. **USAGE:**

- 14.1 **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.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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.

14.2 USE OF PARKING:-

- (a) The Allottee(s) will not be allowed to cover the parking area in any manner or raise any wall or any type of barrier/rope/fastening around the said car parking area
- (b) The Allottee(s) agrees and confirms that the reserved car parking allotted to him/her/them/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption etc. of the said Unit under any of the provisions of this Agreement or otherwise
- (c) The Allottee(s) undertakes to park his/her/their/its vehicle in the allotted car parking space and nowhere else in the Building.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable 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 grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.
- 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.
- 15.4 The Allottee(s) shall not do any act or thing which may render void or voidable any insurance of the said property and the building in which the said apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said apartment.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 15.5 The Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Promoter and/or the local authority, if required. The Allottee(s) however undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee(s) shall not change the color and structure of the external facade of the Unit
- 15.6 That if the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of Rs. 100/- per sq. ft. as transfer fee. Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. in respect of such transfer.
- 15.7 The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- 15.8 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 Promoter/ Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Society, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.9 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 Society in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 15.10 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.
- 15.11 It is in the interest of the Allottee(s), to help the Maintenance Society 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.
- 15.12 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.
- 15.13 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 and shall dispose the waste by following the waste disposal mechanism of the Project.
- 15.14 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 Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 15.15 The Allottee(s) shall plan and distribute its electric load inconformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance Society. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.16 The Allottee(s) shall not be permitted to close/cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the Maintenance Agency/Society, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbours and also does not hamper the aesthetics of the Project.
- 15.17 The Allottee agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.
- 15.18 Rights to Cancellation: If any party willing wants to cancel Allotment of the Flat, before execution of sales deed, can be done as per cancellation terms.

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

The Parties are entering into this Agreement for the allotment of an Apartment 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 or which are not against the building by laws.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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),

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

application of the Allottee shall be treated and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, Administrative charges, etc.

10. **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.

11. **RIGHT TO AMEND:**

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

12. **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.

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

13.1 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.

13.2 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.

13.3 No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

14. **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

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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 Apartments in the Project.

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office in Jaipur 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 Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

28. BROKERAGE

In case the Intending Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee whether in or outside India for acquiring the said Premises for the Intending Allottee, the Intending Promoter shall in no way whatsoever be responsible or liable there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Intending Promoter for the said Premises. Further the Intending Allottee undertakes to indemnify and hold the Intending Promoter free and harmless from and against any or all liabilities and expenses in this connection.

29. COUNTERPARTS

Two copies of this Agreement shall be executed in two originals and the Promoter shall retain the first and send the second executed copy to the Allottee(s) for his/ her reference and record.

30. INTERPRETATION

- a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- b) References including defined terms to the singular include the plural and vice versa and to a person includes body corporate and vice versa.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

31. **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 Shree Ram Kripa Build Home Pvt. Ltd.	Allottee Name.....
26, Bajrang Vihar, Behind Durgapura Railway Station, Durgapura Jaipur Email ID : crm@shreeramgroup.com	Allottee Address..... Email ID :

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.

32. **JOINT ALLOTTEE:**

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

33. **SAVINGS:**

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

34. **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.

35. **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 as per below mentioned manner :

Firstly First party shall appoint an arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The Place of Arbitration shall be Jaipur and the Arbitration Proceedings shall be conducted in English Language. The cost of the Arbitration shall be borne by the defaulting party.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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 ____ day of _____, 2017.

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	Signature	Signature
(Name):	(Name):	(Name)
(First-Allottee)	(Second-Allottee)	(Third- Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses aton ____ day of _____, 2017

PROMOTER For and on behalf of M/s Shree Ram Kripa Build Home Pvt. Ltd.
Name:
Signature
Designation:
WITNESSES
Signature
Name
Address
Signature
Name
Address

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-1**(Details of land holdings of the Promoter and location of the Project)**

Name of Scheme/Colony and City	Plot No.	Area (in meters)
Village Narshingpura @ Riksha Tensil Sanaganer, Jaipur	Khasra no. 123, 124, 133/659	9644.41 sq. yards

1. 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

North to South

East to West

2. Latitude/ Longitude of the end points of the Project

.....

3. Other details of the location of the Project Location Map

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-2
(Lay-out Plan of the Project)

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-3

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

SCHEDULE-4

(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)

SCHEDULE-5

(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, other facilities and amenities, public health services and other internal development works proposed to be provided in the Project)

SCHEDULE-6

(The details of specifications of material used in construction of the Project)

SCHEDULE-7

(The stage wise time-schedule of completion of the Projects Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works)

SCHEDULE-8

[Description of the Apartment and Garage/Covered Parking (if applicable) along with boundaries in all four directions]

Description of Apartment:

In North

In South

In East

In West

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-9

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

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-10

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

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

For more details call: **+91 96107 66666**



Corporate Office:

26, Bajrang Vihar, Behind Durgapura Railway Station, Durgapura, Jaipur
T +91 141 2763839 | E: sales@shreeramgroup.com



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