

राजस्थान RAJASTHAN

AM 675191

TO WHOMSOEVER IT MAY CONCERN

I Karan Singh Rao S/o Bhanwar Singh Rao Age 32 Yrs. Address- 485/15, Alakhnanda Colony, Vaishali Nagar, Ajmer duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under ;

1. That the Agreement for sale/Builder buyer agreement of our Project **AJMER SQUARE** is in accordance to the Form-G of Real Estate Regulation and Development Act, 2016.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law and rules of the Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That if any contradiction arises in the future, the deponent will be responsible for it.



Date – 04.08.2018

Thanking You,
Yours Sincerely,

For R.S.INFRASTRUCTURE,
FOR R.S. INFRASTRUCTURE


AUTH. SIGN.
Karan Singh Rao

(Authorized Signatory)

ATTESTED

NOTARY PUBLIC
AJMER



R.S. INFRASTRUCTURE

Ref. No. : R.S.INFRASTRUCTURE/A.L/CATE. / DATE - .../.../.....

ALLOTMENT LETTER

Mrs. W/o Mr. & Mr. S/o
Mr....., Address -

Sub : Allotment of Flat No., Block No., Floor No.th (....) in
"AJMER SQUARE"

Dear Sir/Madam,

We refers to your application Dated for allotment of a residential Flat in
"AJMER SQUARE" 100FT. MAIN ROAD, GANESH GUWARI, NEAR CSM MALL,
PANCHSHEEL NAGAR, at Ajmer.

It gives us immense pleasure to inform you that you have been allotted Flat No..... ,
Block No...., Floor No. with built up area of sq.ft and super built-up area of
..... Sq. Ft.

The terms & conditions are laid down in the Application Form. The total price of the Flat
is Rs. /- (Rupees Rs. Only) including GST & Service
Tax & payment will be according to installment / payment plan to be annexed as
Annexure "..." of the Flat Buyers Agreement. The terms and conditions of the Flat
Buyers Agreement to be executed between Allotee and the firm R.S.INFRASTRUCTURE
shall be final and binding between both the parties.

1. You are requested to sign the Flat Buyers Agreement at the time of allotment.
2. Allotee will have to pay security & other maintenance charges against
maintenance at the time of maintenance agreement with society.

We value our relationship and welcome you amongst our family.

Thanking you and assuring you the best of services at all times.

Yours faithfully,

For M/S R.S.INFRASTRUCTURE.

FOR R.S. INFRASTRUCTURE

Auth. Sign.

(Authorized Signatory)

Office Address :- 308B, Office No. 1, Ground Floor, Chungi Chowki, Shastri Nagar, at Ajmer

Site Address :- 100ft. Main Road, Ganesh Guwari, Near CSM Mall, Panchsheel Nagar, Ajmer

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Agreement for Sale

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this 03rd Day of August Two thousand Eighteen and at Ajmer

By and Between

M/s R.S.INFRASTRUCTURE partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at 308B, 'Aaradhya', Office no.1, Ground floor, Chungi Chowki, Shastri Nagar, Ajmer and its PAN is AAVFR9440E represented by its authorized representative SHRI KARAN SINGH RAO Age – 32 Yrs. (Aadhar No. 319980733106) duly authorized vide authority letter no. 27 Dated – 24.07.2018 passed and signed by all the partners constituting the firm, (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 FIRST PART.

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MR. **S/O** aged about Yrs. R/O
..... (ADHAAR NO.....) (PAN NO.....)
(Hereinafter singly/ jointly, as the case may be, referred to as the "Allottee", 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 SECOND PART.

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 area.
 - (e) "Interest" means the interest payable at the rate specified in rule 17 of the rules.
 - (f) "Para" means a Para of this Agreement;
 - (g) "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;
 - (h) Apartment means the unit / flat which is allot to Allottee's mentioned in this agreement .
 - (i) "layout plan" means a plan of the project depicting the division or proposed division of land into - Apartment, Commercial market, open spaces, amenities, etc. and other details as may be necessary and includes building layout plan;
 - (j) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the Builder 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.
 - (k) "planning area" means a planning area or a development area as specified under the master plan;
 - (l) "project land" means any piece, parcel or parcels of land on which the project is developed and constructed by a Builder; and
 - (m) "Regulation" means the Regulation made under the Act;
 - (n) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2016;
 - (o) "Schedule" means the Schedule attached to this Agreement; and
 - (p) "Section" means the section of the Act.

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- (q) Builder means Developer /Promoter/ Owner developed this project AJMER SQUARE.
- (r) SCHEME Means- The scheme is under P.M/C.M Jan Awaas Yojna 2015. So all the provisions are applicable as per Central/ State Govt. If any changes are made in the rules and regulations of the policy in further, builder/firm will no be compelled to do so.
- (s) SUBSIDIARY means- interest subsidy @ 6.5% on maximum loan amount of Rs. 6,00,000 for maximum 15 yrs. is sponsored by the Central Govt. which relies on the total gross income for EWS Rs.3 Lakh and LIG-I/LIG-II Rs.6 Lakh of allottee's family will be directly credited in beneficiaries loan A/c after fulfilling the conditions & eligibility of subsidiary scheme.
- (t) LOAN means- Allottee can take loan from any financial institution or banks after fulfilling documentation and eligibility for getting loan at their own level.

WHEREAS THE Builder DECLARES THAT-

- A. That the Builder Has lawful possession of the land bearing Khasra No.183, 317 & 318 admeasuring 4231 square Meters situated at 100ft Main Road, Ganesh Guwari, Near CSM Mall, Village Lohagal Ajmer (hereinafter referred to as 'Land' and more fully described in the **Schedule-I**). The Builder has the legal title to the land with legally valid documents and lawful owners of the land. A lease deed no. 2878 Dated 05/02/2018 & supplementary lease deed was issued by Ajmer Development Authority by dispatch no. 734 Dated - 21.05.2018 in favour of the Owners/builder for Housing project (residential and commercial) under P.M/C.M Jan awaas yojna 2015. The said Lease Deed dated - 07/02/2018 was registered in the office at Sub-Registrar, Ajmer in its Book no 1 Volume no. 536 at page no. 049 bearing serial no. 201803002100856 and an additional copy of the same was also pasted in additional Book no.1 Volume no. 2141 page no. 807 to 815 & also supplementary lease deed registered on 21-05-2018 was registered in the office at Sub-Registrar, Ajmer in its Book no 1 Volume no. 549 at page no. 116 bearing serial no. 201803002103498 and an additional copy of the same was also pasted in additional Book no.1 Volume no. 2195 page no. 167 to 170.
- B. The said land is earmarked for the purpose of residential cum commercial project and the said project shall be known as **"AJMER SQUARE"**.
- C. The Authorised Representative on the behalf of the firm is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of owner regarding the said land on which Project is to be constructed.
- D. Initially the BPC (B.P.) of the Ajmer Development Authority in its meeting issued map sanction letter dated 26/07/2018 vide s.no. ADA/NIS NO./P 03/ BUILDING PLAN SANCTION / 2018 /495 approved the building plans of the said project.
- E. The detail of the encumbrance on the land including any rights, title interest or name of any party in or over the Land along with details are as under.
- There are no encumbrances on the land.

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F. The Builder has conceived, planned and are in the process of constructing and developing a real estate project known as '**AJMER SQUARE**' (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 4231 square meter situated at Khasra No. 183, 317 & 318 situated at 100ft main road, Ganesh Guwari, near CSM Mall, village Lohagal Ajmer and latitude & longitude of the end points of the Project and the location details are fully described in the **Schedule-I**.

G. 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 3 years commencing from and ending with unless extended by the Authority. The details of the Builder and Project are available on the website of the Authority. And also on website at www.rsinfra.com

There are 4 blocks (A,B,C,D) & Commercial Market.

The specifications of the Project are in AJMER SQUARE as under: -

A,B,C,D blocks G+9 Floors

26 commercial shops in A & B block.

The Builder agrees and undertakes that he shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable; The copy of approved site plan/layout plan/sanctioned maps along with constructions permission is attached herewith as **Schedule-2** (Collectively)

H. The details of Floor plan of the Apartment No. and for tower/ block of the Project is given in **Schedule-3**.

I. 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 :-

1. Fire Fighting Systems:

The building comes under A-5 of table -07 as per NBC of India-2016. The Overhead static fire tank capacity of 06 x 25 KL has been considered as per CFO,NOC.CO, extinguishing system. Hand held extinguishers, clean agent fire protection system will be considered as required.

2. Drinking water facilities:

Drinking water facilities has been given on site through Underground Water tank, overhead water tanks for Residential Blocks & separate R.O system for drinking water install at proper place for commercial market.

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3. Emergency evacuation services:

All stairs and fire escapes shall be directly connected to the ground. Mandatory setbacks on all the 4 sides of the plot has been considered for proper access of vehicles for residential blocks and commercial block. As per approved plans.

- J. 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 are as under :-

1. Brief Description for The Project:

BLOCKS ('A' TO 'D') :- The project shall have 08 nos. of 08 Passengers Lift in All Blocks.

Total Flats/shops in Project:

(289 Flats) (LIG II-99 / LIG I -127 / EWS-63) & 26 shops

2. Electrical Supply:

Proper electrical services has been given on site on each floor with ducts. The electric distribution cables/wiring shall be laid in a separate duct shall be sealed at every floor with non-combustible material having the same fire resistance as that of the duct.

The sources of power supply shall be from local supply company/firm available at site 11000 volts, 3 phases, 50 cycles AC. The supply company will be requested to be provided a common HT supply. Builder will install 630 KVA transformer/substation as per the norms of the local supply company. Power feed shall be provided to the LT panels Substation room will be decided as per the site condition and in consultation with architect or service provider agency . The maximum demand load for the above facilities shall be or as required. Electric supply connect to main distribution pannel and then after from main panel Allottee take connection from the department by his/her name directly.

DG Set provided for common area loads (Water Pumps, common area Lighting, STP plant, lifts, fire pumps, etc.) having of **82.50 KVA load or as required.**

Street light provision is given properly at adequate distance controlled by MCB /DB.

3. Plumbing / Fire Fighting:

The estimated water requirement Approx for the project shall be as follows:

Domestic Water	:	106 KL /DAY
Flushing Water	:	54 KL /DAY
Fire Fighting	:	110000 ltr. For all blocks

All Blocks.

Source of water shall be Municipal (P.H.E.D) Water supply. WTP plant is proposed for this project. The treatment process will be as water analysis report. Centralized hot water system is not proposed in this project.


4. Sewerage Treatment Plant:

The design capacity of STP shall be **150 cu.m** per day. The proposed STP shall be packaged type surface mounted and the process system will be finalized for better performance as per site condition recycled water (Treated STP) shall be used for washing & landscape irrigation purposes.

5. Rain Water Harvesting Systems:

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

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Other external development works will be :

- Landscaping work
- Parking development
- Pathway development

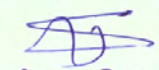
L. The details of specifications of material used in construction are as under:

Steel reinforcement	3.2 kilo per SQ.FT.
Concrete	M25
Cement	Wonder / ultra tech /The India cement Ltd./Ambuja
Sand mortar	1:1:5 (Cement:Lime:Sand)
Bricks	1 st Grade
Plastering	Single coat plaster : Both internal & external { 1:5 (Cement:Sand) }
Wood work	Marandi wood for chowkhat
Flooring tiles	Vitrified / Nano double charge Floor Tiles
Kitchen fittings	ISI Fittings
Toilet fittings	Branded Fittings like Kisan/ supreme / Finolex, internal & L&k / ISI standard external CP fitting etc.

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

1. Excavation work Started – from 01.09.2018 to 30.11.2018
2. Raft foundation – 28.02.2019
3. Plinth beam – 31.03.2019
4. Roof Shuttering – 31.01.2020
5. Masonry work – 31.01.2020
6. Plumbing - 31.05.2020
7. Electrical – 31.05.2020
8. Plastering – 30.11.2020
9. Finishing work (including Paint, flooring, kitchen/toilet) – 31.01.2021

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10. Parapet design – 28.02.2021
 11. Over head water tank/U.G. Water tank – 30.05.2021
 12. Landscaping/Pathway/Parking. – **25.07.2021**
 13. All construction plan [point no 1 to 12 will be completed from 30.11.2018 to 25.07.2021 .
- N. The Airport Authority of India has also granted NOC for height clearance for the Project vide No. AAI/RHQ/NR/ATM/NOC/2018/168/830-833 Dated – 21.05.2018 .
- O. The Consent to Establish under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 from the Rajasthan State Pollution Control Board application is under process
- P. Gross built up area of project AJMER SQUARE are below 20,000 Sq. Mt. so Environmental Clearance from the department concerned Environment Impact Assessment Authority not required.
- Q. The Fire NOC has also been issued by Fire Officer Nagar Nigam, Ajmer vide its letter bearing no. AGNI/2018/268 Dated – 21.02.2018.
- R. The Builder shall open a account in Branch of OBC Bank, Station Road Branch, Ajmer, A/C NO. for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- S. The Allottee, shall be aware, thoroughly studying, after making physical observation of the location of the Project land or visiting the model of the Apartment/ Building in the project AJMER SQUARE by R.S.INFRASTRUCTURE and then would be apply for the purchase of Apartment (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated The firm shall allot to him the said flat through via lottery on the date of in the presence of representative of Ajmer Development Authority, Ajmer. Allottee would make assure and submit to firm/builder that any person belonging to him/her or any dependent on them have no pucca house, lease hold property, no plot or partial plot of any kind in Rajasthan, If is there found any consequences allottee shall be liable for it. The allottee shall deposit a sum of Rs. /- (in words Rupees. RS.) 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 as per terms and conditions of this Agreement.
- T. The Allottee's has applied for an apartment in the Project vide application no. Date- and has been allotted apartment no. having carpet area of square feet and super built up area sq. ft. approx. type on floor in tower no. ... ("Building") 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

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particularly described in **Schedule-4** and the floor plan of the apartment is annexed hereto and marked as **Schedule-3**.

- U. The Allottee's 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, regulations, notifications etc. applicable to the Project.
- V. The Allottee's, 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;
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Builder/ owner hereby agree to sell and the Allottee hereby agrees to purchase the [Apartment] and the parking space as available and specified for Apartment by maintenance society/maintenance agency in para V.
- X. The details of common area of blocks are as under:-
COMMON AREA - 2231.45 SQ. MT. (Block A,B,C & D)
- Y. The details of Open area of blocks are as under:-
OPEN AREA - 2698.25 SQ. MT. (Block A,B,C & D)

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Builder and owner hereby agree to sell to the Allottee and the Allottee hereby agrees to purchase and receive the Apartment as specified in para 'S'
- 1.2 The Total Price for the Apartment based on the super built up area is Rs. /-(in words Rupees. only) ("Total Price"). The applicable taxes viz GST or any other similar tax as the case may be shall be paid by the Builder separately as per prevailing rates on the apartment.

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 - Rs.	@ Rs.	@ Rs.
Floor -			
Total Price (in Rupees) (inclusive 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

Explanation:

- (i) The Total Price above includes the booking amounts of Rs.
/- (Rupees. Rs.) paid by the allottee to the Builder towards the Apartment as mentioned in Scheduled
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Builder by way of GST, Value Added Tax, Service Tax, cess or any other similar taxes which may be levied, in connection with the construction of the project by whatever name called but the Builder shall be entitled to claim input credit for the same. However GST payable by the allottee on purchase of flat shall be paid by the allottee which was already included in sale price, as per the prevailing rate) up to the date of the handing over the possession of the Apartment to the allottee and the Project handover to the Maintenance Society (when formed) 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 to the Builder 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 Builder shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Builder within the time and in the manner specified therein. In addition, the Builder shall provide to the Allottee 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 and construction not only the Apartment but also, the common areas, internal development charges, external development charges, taxes (payable by Builder), cost of providing electric wiring, electrical connectivity to the Distribution panel [with out electric connection], lifts, water line and plumbing, finishing with paint, marbles & granite, tiles, doors, windows [Alluminium & M.S.], . and firefighting equipments and fire fighting line in [common areas], STP plant, etc. and includes cost for providing all other facilities,

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amenities and specification to be provided in the blocks and necessary for the Project.

- (v) It shall be the duty of the buyer to deduct and deposit TDS(if applicable) 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 Builder.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee 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 in charges which may be levied or imposed by the competent authority, from time to time. The Builder undertakes and agrees that while raising a demand on the Allottee for increase in development charges/cost imposed by the competent authorities, the Builder shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee, 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 'S' above, the Builder has already received an advance/ booking amount from the Allottee a sum of Rs. /- (Rupees. Rs. only) by cheque no.Dated and cheque no. Dated (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 agrees and undertakes to pay the balance amount of Rs. /- of the total price strictly in accordance with the payment plan as per annexure B.

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<i>PAYMENT SCHEDULE OF (EWS)</i>			
<i>S.NO</i>	<i>INSTALLMENTS</i>	<i>%</i>	<i>AMOUNT</i>
<i>1</i>	<i>ADVANCE OF EOI</i>	<i>4.5</i>	<i>30,000</i>
<i>2</i>	<i>ALLOTMENT & REGISTRATION</i>	<i>5.5</i>	<i>37,000</i>
<i>3</i>	<i>AT THE CASTING OF PLENTH LEVEL</i>	<i>10</i>	<i>67,000</i>
<i>4</i>	<i>AT THE CASTING OF GROUND & 1ST FLOOR</i>	<i>15</i>	<i>1,00,500</i>
<i>5</i>	<i>AT THE CASTING OF 2ND & 3RD FLOOR</i>	<i>15</i>	<i>1,00,500</i>
<i>6</i>	<i>AT THE CASTING OF 4TH & 5TH FLOOR</i>	<i>15</i>	<i>1,00,500</i>
<i>7</i>	<i>AT THE CASTING OF 6TH and 7TH FLOOR</i>	<i>10</i>	<i>67,000</i>
<i>8</i>	<i>AT THE CASTING OF 8TH & 9TH FLOOR</i>	<i>15</i>	<i>1,00,500</i>
<i>9</i>	<i>PLASTER AND FINISHING WORK</i>	<i>5</i>	<i>33,500</i>
<i>10</i>	<i>ON POSSESSION</i>	<i>5</i>	<i>33,500</i>
	<i>TOTAL</i>	<i>100%</i>	<i>6,70,000</i>


Note: Above Payment plan will be discussed and finally Agreed by both of the parties.[THE BUILDER & THE ALLOTTEE]

- 1.5 It is agreed that the Builder 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-'5' and Schedule-'6'** only (which are in conformity with this agreement) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Builder may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations necessary for project as per the provisions of the Act.

- 1.6 The Builder shall confirm to the final Carpet areas, that has been allotted to the Allottee after the construction of the building is completed and the occupancy certificate has been granted by the competent authority, 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 Builder. If there is reduction in the carpet area than the Builder 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 Builder may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No. 1.2 above.

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- 1.7 Subject to Term No. 9.3 the Builder agreed and acknowledged, the Allottee shall have the right to the Apartment/unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment/unit;
 - (ii) The Allottee shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee in the common areas is indivisible and cannot be divided or separated, the Allottee shall only 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 Builder shall handover the common areas to the Maintenance Society/maintenance agency 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 main panel only, lifts, water line to water tanks and plumbing, finishing with paint, marble, tiles, granite, doors, windows (Alluminium& M.S with 5m.m.glass), and firefighting equipment in the common areas as per plans, and includes cost for providing all other facilities, amenities and specification to be provided as mentioned in scheduled 5 and 6 for 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 at his own risk.
- 1.8 It is made clear by the Builder and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes and parking as available and specified by maintenance society. Further 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 for Allottee of the Project.
- 1.9 The Builder agrees to pay all outgoings/dues—before transferring the physical possession of the Apartment/unit to the Allottee which it has collected from the Allottee, for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, upto completion of project including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and

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financial institutions, which are related to the Project). If the Builder fails to pay all or any of the outgoings/ dues collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment/unit to the Allottee, the Builder 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.

- 1.10 The Allottee has paid a sum of Rs./- (Rupees Rs. only) by cheque no. Dated and cheque no. Dated as booking amount towards the Total Price of the Apartment and the receipt of which the Builder hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Term No. 1.4 above as may be demanded by the Builder within the time and manner specified therein.

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


2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Builder abiding by the construction milestones, the Allottee's shall make all payments, on written demand by the Builder, 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 R.T.G.S. (as applicable) in favour of R.S.INFRATRUCTURE payable at Ajmer, A/c no., Bank Oriental bank of commerce Branch Station Ajmer, IFSC code ORBCO100153 payable at Ajmer.

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

- 3.1 The Allottee's, 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 there under 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 Builder with such permission, approval which would enable the Builder to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of

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the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee's understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Builder accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Builder 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 Builder immediately and comply with necessary formalities if any, under the applicable laws. The Builder 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 Builder shall be issuing the payment receipts in favour 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 Builder.

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

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

5. **TIME IS ESSENCE:**

The Builder 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 Builder. The Builder 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 Builder 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

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the relevant building bye-laws. if in future extra FAR/B.A.R. permissible due to change of policy by authority then builder will make any variation/alteration/modification/addition in such plans or make new construction with the prior consent from Allottee.

7. POSSESSION OF THE APARTMENT:

7.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT –

The Builder 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 Builder assures to handover possession of the Apartment along with and complete common areas with all specifications, amenities and facilities of the Project in place on Dated – 25.07.2021 and grace period of six month under C.M/P.M jan awaas yojna 2015, 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 Builder shall be entitled to the extension of time for delivery of possession of the Apartment/unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and

confirms that, in the event it becomes impossible for the Builder to implement the project due to Force Majeure conditions, then this allotment shall stand terminated .

7.2 PROCEDURE FOR TAKING POSSESSION- The Builder, upon obtaining writing the occupancy certificate from the competent authority shall offer in w possession of the Apartment/unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Builder within three months from the date of issue of occupancy certificate. The Builder agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder. The Builder 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 Allottee to take possession of Apartment- Upon receiving a written intimation from the Builder as per Term No. 7.2 above, the Allottee shall take possession of the Apartment from the Builder by executing necessary indemnities, undertakings and such other documentation and shall pay all the dues of builder and bank, get NOC from bank and provide to builder as prescribed in this Agreement, shall done the formalities of maintenance society and the Builder shall give possession of the Apartment/unit to the

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Allottee. In case the Allottee fails to take possession within the time provided as per Term No. 7.2 above, after issuance of completion certificate for the Project, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. above.

- 7.4 POSSESSION OF THE ALLOTTEE- When Builder obtaining the occupancy certificate and handing over physical possession of the Apartment (after getting N.O.C. from bank and clear all dues on part of allottee) to the Allottee, it shall be the responsibility of the Builder 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 Builder 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 proposes to cancel/withdraw from the Project without any fault of the Builder, within six months from the date of allotment the Builder herein is entitled to paid amount after deduction 20% of The deposited amount , all dues, interest of Builder and Bank .The balance amount shall be returned by the builder to the allottee within 45 days of such cancellation .

- 7.6 COMPENSATION-The Builder 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 as per law for the time being in force.

Except for occurrence of a Force Majeure event if the Builder fails to complete or is unable to give possession of the said Apartment (1) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (2) 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 Builder shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with bank interest in the manner as provided under the Act within forty-five days of it becoming due:

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Provided that where if the Allottee does not intent to withdraw from the Project the Builder shall pay the Allottee bank interest for every month of delay, after the date of completion of the project which is mentioned in this Agreement till the handing over the possession of the flat which shall be paid by the Builder to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE Builder:

The Builder hereby represents and warrants to the Allottee as follows:

- (i) The Builder 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 Builder has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) As per the best of the knowledge of the Builder there are no litigations. pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (iv) 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 Builder 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;
- (v) The Builder 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 created herein, may prejudicially be affected;
- (vi) The Builder 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 under this Agreement;
- (vii) The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said Unit to the Allottee according to compliance with p.m/c.m.jan awaas yojna 2015 in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Builder shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Maintenance Society/ maintenance agency for run/maintain this project forever;
- (ix) 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;

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- (x) The Builder 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/unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society/maintenance agency, or the competent authority, as the case may be;
- (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 Builder 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 Builder shall be considered under a condition of default, in the following events, namely:-

- (i) The Builder fails to provide ready to move in possession of the Apartment/Unit to the Allottee 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 Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Builder 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 there under.

9.2 In case of default by the Builder under the conditions listed above, Allottee is entitled to the following:-

- (i) Stop making further payments to the builder as demanded by the Builder. If the Allottee stops making payments, the Builder shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee shall be liable to make the next payment without any interest to builder as per payment plan

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- (ii) The Allottee shall have the option of terminating the Agreement in which case the Builder shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/unit, along with bank interest within forty-five days of receiving the notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, builder will pay, the bank interest for the period of delay till the handing over of the possession of the Apartment/unit to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive one demand made by the Builder as per the payment plan stated above, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Builder on the unpaid amount @ 15% P.A.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond three consecutive month after notice from the Builder in this regard, the Builder may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting 20% of the amount deposit by allottee after deduct all dues and interest liabilities of builder and bank, this Agreement shall thereupon stand terminated :

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

- (iii) The Allottee may obtain finance from any financial institution /bank or any other source but the Allottee 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 will remain bound under this Agreement . The Allottee has/have been able to obtain financing for the purchase of the said apartment/Unit. If the loan is not granted even after fulfilling all the formalities, builder will not be liable for it. After getting finance, allottee undertakes to clear all the dues/interest of concern bank to get N.O.C for the execution of sale deed and permit to builder for mortgage/ pledge all the related documents of said flat like Allotment Letter/ A.T.S/Registered Sale deed (after execution). Allottee also undertakes after sanction of loan, the said flat will be treated as mortgage & Bank will directly debited his a/c and pay to builder directly as per payment plan of firm prescribed in annexure B and builder raise demand letter to allottee as per Annexure B. As per the loan conditions of bank as soon as the first installment released to the builder directly and debited Allottee's Account. Allottes will pay interest on disbursed amount regularly, and EMI whenever dues. Allottee doesn't make any

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mistake/fault to pay amount to bank of Interest and E.M.I.

- (iv) if the Allottee make any kind of default regarding to pay the Installments/Interest to the bank , and if bank will not release the next installment to the development firm/Builder, Allottee shall ensure to firm for make payment as per payment plan & firm will not responsible for it.
- (v) If the loan is not sanctioned by the bank or any other financial institute, Allottee will pay the installments amount of the sale consideration as per the payment plan of the said flat, which make demand by the builder from time to time as per payment plan. If allottee do not pay any kind of Installment, then he/she will be bound to pay interest @15% of the amount of each installment to the firm. After the period of 3 months, dues payment still remains then firm has reserve the right to cancel the said flat and fully independent to re-allot the allotted apartment/unit to anyone else & refund the balance amount after 20% deduction of deposited amount with due interest on unpaid installments . Allottee shall have no right to raise any objection in it.
- (vi) Failure, pursuant to a request by the Builder, to become a member of the association of Allottee or to pay subscription charges etc. as may be required by the Builder or Association of Allottee, as the case may be.
- (vii) Assignment of this Agreement or any interest of the Allottee in this Agreement without prior written consent of the Builder or not executing documents as may be required under the law for such transfer.
- (viii) Dishonour/stoppage of payment by any cheque(s) including postdated cheques given by Allottee for any reason whatsoever

10. CONVEYANCE OF THE SAID APARTMENT:

After clearing all the dues of builder and bank or receiving the Total Price of the Apartment/unit as per Term No. 1.2 under this Agreement by the Allottee's, Builder 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 Builder within three months from the date of issue of occupancy certificate.

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

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11. ASSOCIATION OF OWNERS AND MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

11.1 The Builder shall be responsible for providing and maintaining the essential services in the Project, till the formation of RWA/Maintenance society/Maintenance agency taking over of the maintenance of the Project by the Resident Welfare Association (RWA)/Maintenance Society. The cost of such maintenance and corpus fund 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 Builder 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 like stair case, boundary wall, Paint of common areas, corridor, garden, Borewells, parking, community hall, water/ electricity sewerage and their lines, open area, All fire & water pumps, Lifts, STP Plant, All water and fire tanks, Toilets, Basement, meter rooms, meter panels. D.G set and diesel, Transformer, Fire/electric Equipment, Fire Safety lines, or any services described in and/or with such other object or purpose or in such manner and to such extent as the Builder or their nominees may decide from time to time. The allottee agrees and undertakes that in the event of decision of the Builder 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 undertakes to sign and execute the application for registration, maintenance agreement and all other necessary documents 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 Builder within 10 (Ten) days of the same being forwarded by the Builder 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.

11.3 After the Builder 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/corpus 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 outgoings 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.

- 11.4 The Allottee hereby agrees to pay to the Builder /society/body corporate as the case may be, a non-refundable interest free sum of **Rs. 50/- per sq. ft. (Rupees fifty Only) (on super built up area) or any other charges/funds decided by the state government/society** 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, the Builder 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 Builder /Society/body corporate.
- 11.5 After execution of maintenance agreement, registered sale deed and paid all amount decided by society, all dues of banks and firm, allottee shall be entitled to get possession of unit. If the allottee not complete/execute all the formalities at their own part, after getting information of the completion of project by the builder within 30 days, he shall be liable to pay the maintenance charges after 30 days of getting notice .
- 11.6 The Allottee shall be bound the terms and conditions of maintenance agreement separately to pay such proportionate maintenance cost on a monthly basis as determined and decided by the Society and/or the "Builder". 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 Builder or its nominee (maintenance society) shall be entitled to discontinue/disconnect the service of water and electricity etc. of the said flat and to remove the 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.

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11.7 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 Builder. The Builder shall maintain the building/project from the maintenance corpus and its earnings, but if any Short fall 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 "Builder" on the terms and conditions mentioned herein unless agreed to separately. The Buyer agrees to pay proportionate share of all expenses incurred by the Builder or maintenance society for maintenance of said building "AJMER SQUARE" as and when demanded by the Builder or maintenance society.

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 Builder due to poor performance of associates like as structural engineer, architect, contractor or other service agencies as per this Agreement relating to such development is brought to the notice of the Builder or as above agencies within a period of one years by the allottee from the date of handing over possession, it shall be the duty of the Builder and all associates to rectify such defects without further charge, within thirty days, and in the event of Builder and all associates failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Builder /Maintenance Society shall have rights of unrestricted access of all common areas, corridors, passages, stairs, lifts room, terraces, basement, common community place, garden, parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Builder/Maintenance Society to enter into the Apartment/ blocks/commercial market 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, lifts room, fire fighting pumps , equipment's, STP plant, common washrooms, guardrooms, stores etc. and other permitted uses as per requirement. The Allottee(s) shall not be permitted to use the

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services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved to be used by the Maintenance Society for rendering maintenance services.

14.2 USE OF PARKING:-

- (a) The Allottee will not be allowed to cover or create any violation in the parking area in any manner or raise any wall or any type of barrier/rope/fastening around the said two wheeler parking area.
- (b) The Allottee agrees and confirms that the parking allotted to him/her/ them by it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption etc. and the Allottee should not sale/transfer of parking area to any other person under any of the provisions of this Agreement or otherwise.
- (c) The Allottee undertakes to park his/her/their/ vehicle(two wheeler) in the allotted parking space as available or specified by maintenance society or maintenance agency and no where else in the Building.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

15.1 Subject to Term 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment/unit at his/her own cost, to keep maintain in good 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 around the compound wall 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 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 guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further

the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages, lifts, atrium, parking area or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment. The Allottee put his/her name plate outside of the flat at specified place only.

The Allottee shall plan for electric load in conformity with the electric systems installed by the Builder and will take electric connection directly into his own name from A.V.V.N.L./or Appropriate Agency and pay the connection charges or

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regular monthly bill to take supply continuously. There after the Maintenance Society and/or maintenance agency which 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. the builder/maintenance society have no responsibility of disconnection electricity of the allottee.

- 15.3 The Allottee shall not use the said apartment for any purpose other than residential.
- 15.4 The Allottee 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.
- 15.5 The Allottee 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 Builder and/or the local authority maintenance society, maintenance agency. The Allottee however undertakes that it shall not divide/sub- divide the Unit in any manner.

The Allottee shall not change the color and structure of the external facade of the Unit.

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, physical verification, title of land, lease deed etc. applicable to the Project.


17. ADDITIONAL CONSTRUCTIONS:

The Builder undertakes that he has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans, sanction plan, specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act. in future if extra FAR/B.A.R permissible in change of policy /or any amendments by authority then builder will make any variation/alteration/modification/addition or new construction in such plans with the prior consent from Allottee.

18. Builder SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Builder 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 who has taken or agreed to take such Apartment.

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19. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Builder does not create a binding obligation on the part of the Builder or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub-Registrar, Jaipur road ajmer address of Sub-Registrar as and when intimated by the Builder. If the Allottee fails to execute and deliver to the Builder this Agreement within 30 (thirty) days


from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder, then the Builder shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection, including the booking amount shall be returned to the Allottee after the deduction 20% of deposited amount ,all dues , interest or any other charges of builder and bank and allottee can not claim any interest or compensation whatsoever. This Agreement shall thereupon stand terminated.

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 (builder and allottee or their legal heir) in regard to the said Apartment/ Building, as the case may be.

1. Allottee shall pay all the taxes, such as property taxes, corporation tax development tax demanded by the central/state govt./legal institutions.
2. At the time of getting possession under P.M/C.M jan awaas yojna 2015 all the registration and stamp expenses shall be done by the Allottee and development firm/builder will not responsible for it If any changes are made(increasing/decreasing) in future.
3. Allottee have to be shift compulsory after getting possession by the builder in his/her allotted flat within 12 months. if any information are found incorrect in the documents like (Affidavit/Applications/certificates or any other such documents which provided by the Allottee at the time of registration, firm shall reserve the right to cancel the said flat immediately and this agreement treat as terminated. The builder can allot to any other applicant
4. Allottee shall not be dispersed /kept the Garbage /dirty water in the open spaces, stairs, common area, common passages, basement & balconies .it will thrown only the specified area /place, which decided by the maintenance society /maintenance agency .

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5. Allottee shall be bound , According to the law for kept pet dogs & animals only in the insider part of their flat/shops at their own part/risk. No kind of pollution like water+sound shall be spread.

Builder shall not take any responsibility ...

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:

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.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Builder 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 Builder in the case of one allottee shall not be construed to be a precedent and /or binding on the Builder 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 here of shall not be construed to be a waiver of any

- 23.3 Provisions or of the right thereafter to enforce each and every provision.

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


24. SEVERABILITY:

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

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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 Builder through its authorized signatory at the firm Office R.S.INFRASTRUCTURE Registered office at 308B, office no.1, ground floor, chungi chowki, shastri nagar, Ajmer after the Agreement is duly executed by the Allottee and the Builder or simultaneously with the execution the said Agreement after signed shall be registered at the office of the Sub-Registrar at Ajmer.

Hence this Agreement shall be deemed to have been executed at Ajmer only.

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 Builder shall in no way whatsoever be responsible or liable there for and no such commission or brokerage shall be deductible from the amount of price agreed to be payable to the Intending Builder for the said Premises. Further the Intending Allottee undertakes to indemnify and hold the Intending Builder free and harmless from and against any or all liabilities and expenses in this connection.

29. INTERPRETATION

- a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

References including defined terms to the singular include the plural and vice versa and to a person includes body corporate and vice versa.

30. NOTICES:

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

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M/s R.S.INFRASTRUCTURE	ALLOTTEE NAME -
308B, office no.1, Ground floor, Chungi Chowki, Shastri Nagar, Ajmer	ALLOTTEE 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 Builder or the Allottee, as the case may be.

31. JOINT ALLOTTEE:

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

32. 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 Builder under the agreement for sale, under the Act, the rules or the regulations made thereunder.

33. GOVERNING LAW:

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

34. SALE/TRANSFER :

If the allottee avail subsidy scheme under P.M/C.M jan awaas yojna 2015. He can not sale the allotted flat for next 10 year from the date of Agreement for sale/ Registered sale deed or in future as per the policy of govt. In the project " **AJMER SQUARE**". it is further cleared in the situation of Transfer/Sale of the flat, Allottee shall pay all the outstanding and transfer charges of banks, builder, maintenance society and get N.O.C to transfer .

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 in the manner as provided under the Act.

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

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Signed and delivered by the within named Allottee in the presence of witnesses on ...th day of, 2018.

Photograph (passport size)
(Across the signature)

Photograph (passport size)
(Across the signature)

SIGNATURE

NAME -.....


(First Applicant)

SIGNATURE

NAME-

(Second Applicant)

Signed and delivered by the within named Builder and Owner in the presence of witnesses aton day of, 2018

Builder R.S.INFRASTRUCTURE For and on behalf of Name: Shri KARAN SINGH RAO
Signature FOR R.S. INFRASTRUCTURE  AUTH. SIGN.
Designation: AUTHORISED REPRESENTATIVE/SIGNATORY

WITNESS 1

Signature

Name-

Address-


WITNESS 2

Signature

Name -

Address -

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SCHEDULE-1

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

Name of Scheme/Colony and City	Plot No.	Area (in meters)
AJMER SQUARE By R.S.INFRASTRUCTURE. 308B, GROUND FLOOR, OFFICE NO.1, CHUNGI CHOWKI, SHASTRI NAGAR, AJMER	KHASRA NO. 183,317 & 318	4231 SQ. MT.

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

In North – Agricultural property of shree Sohan & Family

In South – Road 40 feet.

In East – others property

In West - 100 ft. Main road

And measuring

North to South 134.6 sq. ft. (east side) and 342.9 sq. ft. (west side)

East to West 201.7 sq. ft. (north side) and 160 sq. ft. (south side)

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


LATITUDE : 74 38 42.67

LONGITUDE: 26 31 07.78

3. Other details of the location of the Project: 100 ft. MAIN ROAD, NEAR CSM MALL,PANCHSHEEL NAGAR, VILLAGE LOHAGAL, AJMER

4. Location Map – ATTACHED

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SCHEDULE-2

(Approved Lay-out Plan/Site Plan of the Project)

[illegible]

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SCHEDULE-3

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

SCHEDULE-4

[Description of the Apartment

along with boundaries in all four directions]

Apartment details -

- 1. CATEGORY -**
- 2. AREA - SQ. FT.**
- 3. FLAT NO. -**
- 4. FLOOR NO. -**
- 5. BLOCK NO. -**

Description of Apartment:

In East -

In West -

In North -

In South -

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SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment) Confirmed by the seller and by the allottee at the time of booking of Apartment in the project "SHREE VATIKA".

AND

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. are part of the Project Confirmed by the seller and by the allottee at the time of booking of Units in the Project) "SHREE VATIKA".

Specifications:

GENERALFEATURES :

- Naturally cleaned, lighted and ventilated Environment for flats.
- Nano double charge vitrified Tile Floor in Apartment.
- Smooth base of Birla putty & premium quality emulsion paint use in Finishing of Walls/ceiling using in Apartment.
- RCC framed Earthquake compliant structure.
- Adequate elevators for better accessibility.
- Well landscaped Garden Area.
- Vitrified tile/Granite in common area, common passages & stairs.
- Texture/rustic paint in outer elevation
- Solar plant (as Required) only for common area lights.
- Two wheelers Parking facilities for Apartments/commercial as required.
- Lively hood club facility.
- Sewerage treatment plant for use re-cycle of water.
- Appropriate management of water and electric facility.

DOORS AND WINDOWS:

- Powder coated Aluminium Section window.
- Laminated flush door (30 M.M)
- Door frame in Marandi wooden.

KITCHEN:

- Pre-polished granite platform and stainless steel sink.
- Ceramic Tiles up to 2' height on kitchen wall.

TOILETS:

- Toilets with standard sanitary ware and c/p fittings.
- Anti skid ceramic tiles in floor
- Mat finish Ceramic tiles in walls
- Separate control valve.

SAFETY AND SECURITY:

- Efficient and effective fire fighting system as per norms in common area.
- Power back up for common area lights, lifts, water pumps, fire Pumps, stairs, corridors, Basement, common facility hall only.

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ELECTRICAL:

- All wiring of good quality I.S.I Grade. (Bonton / R.R cables)
- TV point only in living area.
- Quality semi modular switches.
- Power point for Gyser, exhaust fan, cooler/A.c .

WATER SUPPLY

- Boring and P.H.E.D Lines as provided by govt.
- Underground and overhead watertanks.
- Rain water harvesting system.

NOTE-

ANY KIND OF MOVABLE ITEMS LIKE AS (ALL TYPE OF FURNITURE/ELECTRONIC,ITMES/LIGHTACCESSORIES/FANS/GYSER/KITCHEN WARE ETC. ARE NOT INCLUDE IN THE COST OF THE UNIT/FLAT

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A stylized handwritten signature in blue ink, consisting of a series of loops and a horizontal line.

AUTH. SIGN.