

संशोधन अधिनियम 1998 के अंतर्गत	
प्रमाण राशि पर प्रभारित अधिभार	
अप्रमाणित अधिभार राशि सुविधाओं हेतु	
(वॉल्यूम 3-क) 10% रुपये	10/-
एच डीसी वॉल्यूम के गणना और रजिस्ट्रार के	
(वॉल्यूम 3-ख) 10% रुपये	10/-
कुल योग रुपये	20/-
वॉल्यूम 3-क के अंतर्गत	



Declaration regarding Agreement for Sale

I, **Sumer Singh Saini** s/o Gokul Ram Saini age 42 years Address 36, Laxmi Narayan Vihar, Mangyawas, Mansarovar, Jaipur - 302020 promotor of the proposed project do hereby solemnly declare, undertake and state as under -

1. That the agreement for sale of our project Gokul Enclave - III is in accordance to the Form - G of Real Estate (Regulation and Development) Act, 2016.
2. That none of the terms and conditions of the agreement to sale presented by us violate the laws and rules of the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. This is any contradiction arises in future, **Sumer Singh Saini** the deponent will be responsible for it.

For Gokul Kripa Colonizers & Developers Pvt. Ltd.

सुमर सिंह सैनी
Director

अधिकार द्वारा पढ़कर सुनकर
समझ कर सही कहने पर
ATTESTED
15 MAY 2018
NOTARY PUBLIC
JAIPUR

Gokul Kripa

Colonizers and Developers Pvt. Ltd.

Reg. Office : 36, Laxmi Narayan Vihar, Near Mangyawas, Mansarovar, Jaipur-302020 (Raj.)
Corporate Office : 702-703, Okay Plus Square, Madhyam Marg, Mansarovar, Jaipur-302020 (Raj.)

PROVISIONAL ALLOTMENT LETTER

Photo

It is hereby certified that the Plot/Shop/Flat/Villa No. (here in after referred to as the Unit) measuring sq. mtrs / sq. yards / sq. ft (in words)

.....) in Niji Khatedar Residential/Commercial Scheme

..... is provisionally allotted to Shri/Smt./Kum.

..... S/o. W/o. D/o. Shri.

..... R/o.

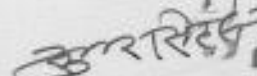
As per enclosed site plan of the above scheme and has been physically handed over to the said allottee subject to the terms and conditions, (Mentioned Overleaf) Which have been accepted by the allottee.

This document hereby vests in Mrs./Mr.

with full ownership rights and authority to possess the said plot and possession letter is hereby issued

on this day of month Year

For Gokul Kripa Colonizers & Developers Pvt. Ltd.,


Director

Khatedar/ Owner / Developer

TERMS & CONDITIONS

1. That the allottee or the transferee or the assignee, as the case may be, shall have to pay all the charges to the government, local body, and local authority or the khatedar / Owner Developer, Vikas Samiti as may be decided from time to time.
2. The allottee or the transferee or the assignee as the case may be, shall have to pay to khatedar any due or dues that have fallen due or may become due hereafter. The allottee or the transferee or the assignee, as the case may be, shall have no option but to satisfy the claims that may be conveyed to him/her by the khatedar.
3. The allottee or the transferee or the assignee, as the case may be, shall have to pay any legal charges such as, registration charges, stamp duty, taxes etc, or any other statutory charges in respect of the allotted/transferred property.
4. The allottee or the transferee or the assignee, as the case may be, accept the possession of the plot of land, after studying legal status thereof, at his/her own risk qua any notice issued by the state Govt./Local Body/Central Govt. for acquisition from time to time.
5. The area and the Plot No. mentioned in the allotment letter is subject to adjustment on the final demarcation or the plot and/or approval of land by JDA or other public authorities.
6. That every dispute that arises between the parties and all the questions relating to interpretation and construction of any condition or part thereof shall be decided by the khatedar / Owner / Developer or his Authorised Representative and his decision shall be final and binding on the allottee or the transferee or the assignee.
7. That this allotment letter does not, of itself, create any right, titles and interest in favour of allottee or the transferee or the assignee, as the case may be, without receiving the possession letter from the Khatedar / Owner / Developer.
8. Any dispute arising out of the above condition No. 1 to 7 shall be decided through arbitration as is provided in the arbitration Act and rules made thereunder.
9. That the above conditions are subject to Jaipur Jurisdiction only.

Khatedar / Owner / Developer

The above terms and conditions are accepted and provisional allotment letter has been received by me.

Place:

Date:

Witness (1)

(2)



1. कागजपत्र का प्रत्येक भाग सुविधापूर्वक रूप से		10
(द्वारा 3-क) 10% रुपये		
2. कागज और छापों के अंकन और बांधन हेतु		10
(द्वारा 3-ख) 10% रुपये		
हस्ताक्षर दिनांक		20

AL 269954

FORM-G

[see rule 9]

Agreement for Sale

Affix color photograph of allottee with signature across the photograph

Affix color photograph of allottee with signature across the photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this..... day of
Two thousand andat

By and Between

[if the Director is a company]

M/s GOKUL KRIPA COLONIZERS AND DEVELOPERS PRIVATE LIMITED (CIN No. U45201RJ2012PTC039308) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 36, Laxmi Narayan Vihar, Ganpatpura, Mangyawas Road, Mansarovar, Jaipur, Rajasthan - 302020 and its corporate office at 702-703, Okay Plus Square, Patel Marg, Mansarovar, Jaipur, Rajasthan - 302020 and its PAN isAAECG8317K, represented by its authorised signatory (Aadhar No.) authorised vide board resolution datedhereinafter referred to as the "Director" (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
For Gokul Kripa Colonizers & Developers Pvt. Ltd.

Director

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the Purpose of.....
Application.....

11 APR 2018

1038
कुर्सी का नम्बर 100
बेदा का नाम गोकुल लुका कोलोनाइजर्स
पिता का नाम 5 बल्लभ शर्मा
पिता का पता 5 बल्लभ शर्मा
कुर्सी धारक का नाम 5 बल्लभ शर्मा
वर्ग का वर्गीकरण 224

★ श्रीमति रुचि अरोड़ा ★

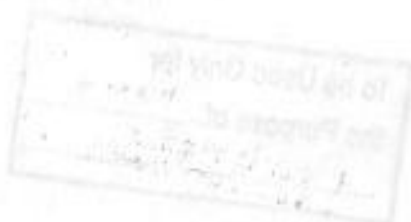
(स्टाम्प विक्रेता)

अनुज्ञा पत्र संख्या 24/2002 APR 2018

स्टॉक एक्सचेंज, मालवीय नगर, जयपुर।

नि. 119/ 8, अग्रवाल फार्म, मानसरोवर, जयपुर।

12/4/18



For Geol. Kripa Colonizers &
Developers Pvt. Ltd.

[if the allottee is an individual]

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

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 a company]

M/s..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at and 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.

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

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

WHEREAS THE DIRECTOR DECLARES THAT,-

- A. The Director is in lawful possession of the land khasara No. 58/1, 59/2, 58/644, 64, 91, 91/1, 92, 93, 94/686, 108, 110, 111/658, 112, 113, 114, 127/626, 127, 279/2, 284/1, 285/1 and 287 of revenue village Chatarpura situated in Chatarpura, Tehsil Sanganer, City Jaipur, District -Jaipur with a total area admeasuring of 100,000 square meters (here in after referred to as 'Land' and more fully described in the Schedule-I).
- B. The Director has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Director from following persons -

For Gokul Kripa Colonizers &
Developers Pvt. Ltd.
Director

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S. No.	Name of Seller	Registered On	Sub-Registrar Office	Book No.	Volume No.	Page No.	Serial No.	Additional Book No.	Volume No.	Page No.
1.	Jagdish Prasad Jai as GPA	08/11/2016	Sanganer - II	1	351	123	201603025105206	1	1402	498 to 509
2.	Nanag Ram	25/01/2018	Sanganer - II	1	378	18	201803025100425	1	1508	337 to 348
3.	Rameshwar	25/01/2018	Sanganer - II	1	378	17	201803025100424	1	1508	325 to 336
4.	Suresh, Kanhayalal, Geeta Lali	25/01/2018	Sanganer - II	1	378	5	201803025100412	1	1508	180 to 189
5.	Prem Devi	25/01/2018	Sanganer - II	1	378	19	201803025100426	1	1508	349 to 360
6.	Ramnarayan, Mool chand and Hanuman	19/01/2018	Sanganer - II	1	377	83	201803025100290	1	1505	543 to 554
7.	Teeja Devi	25/01/2018	Sanganer - II	1	378	15	201803025100412	1	1508	293 to 304
8.	Ram Narayan Jai	23/01/2018	Sanganer - II	1	377	163	201803025100370	1	1507	307 to 318
9.	Kaluram	23/01/2018	Sanganer - II	1	377	164	201803025100371	1	1507	319 to 330
10.	Chhitar and Jagdish	19/01/2018	Sanganer - II	1	377	82	201803025100289	1	1505	533 to 542
11.	Ram Gopal and Badri Narayan	23/01/2018	Sanganer - II	1	377	162	201803025100369	1	1507	295 to 306
12.	Lali Devi	23/01/2018	Sanganer - II	1	377	161	201803025100368	1	1507	283 to 294
13.	Ram Gopal, Badri Narayan and Jagdish Prasad	23/01/2018	Sanganer - II	1	377	160	201803025100367	1	1507	270 to 282

OR

The said land is earmarked for the purpose of plotted development of a Residential project, comprising EWS, LIG plots and the said project shall be known as "Gokul Enclave - 3rd" Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- C. The Directors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Directors regarding the said land on which Project is to be constructed have been completed.
- D. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number.....dated
- E. The Land is free from all encumbrances.
- F. The Director has conceived, planned and is in the process of developing a real estate project known as "Gokul Enclave - 3rd", (hereinafter referred to as the 'Project') after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprising of plots, EWS/LIG plots and shops and includes the facility areas, the development works and all improvements and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring square meters situated at and latitude & longitude of the end points of the Project arerespectively. 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 years commencing from.....and ending with..... For Gokul Khpa Colonies & Developers Pvt. Ltd. Jaipur. The details of the Director and Project are also available in the website: www.raajasthan.gov.in of the Authority.

For Gokul Khpa Colonies & Developers Pvt. Ltd. Jaipur
Director

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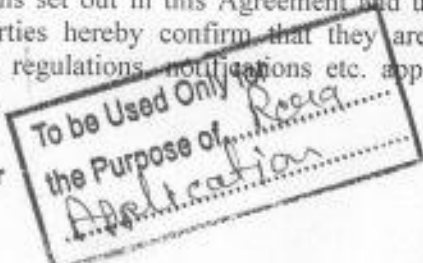
- H. The layout plan/ site plan of the Project (..... Phase / whole Project) has been sanctioned vide No.... dt..... by the Jaipur Development Authority (Known as JDA) and copy of which is enclosed Schedule-2. The Director agrees and undertakes that it shall not make any changes to these approved plan except in strict compliance with section 14 of the Act and other laws as applicable;
- I. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including park facilities, water supply service, electricity facility etc. as provided under clause (e) of sub-section (2) of section 4, are as under :-
.....
.....
.....
- J. The details of salient features of the proposed Project including access to the project, design for electricity supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-
.....
.....
.....
- K. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

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

- L. The Director has opened a separate account in Branch Mansarovar of Kotak Mahindra Bank for the purpose as provided in sub- clause (D) of clause (l) of sub-section (2) of section 4.
- M. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Director and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / 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/plot 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.
- N. The Allottee has applied for a plot in the Project vide application no. datedand has been allotted plot no. having area of square feet as permissible under the applicable law and of pro-rata share in the common areas as defined under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;
- O. 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.

For Gokul Kripa Colonizers &
Developers Pvt. Ltd.

Director



P. 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;

Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Director hereby agrees to sell and the Allottee hereby agrees to purchase the plot as specified in para L.

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 Director hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot as specified in para 'M'

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

and (if/as applicable)

Plot No. Type Location	Rate of Plot per square yards
Total price (in Rupees)

Explanation :

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

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

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

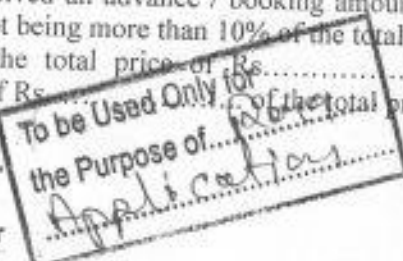
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall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

(iii) The Director 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 Director within the time and in the manner specified therein. In addition, the Director shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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

For Gauri Kelpa Colonizers & Developers Pvt. Ltd.

Director



Stage of Development works &	Percentage of the Total Price as calculated under	Installment Amount in Rs.	Period within which the installment
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1.4 It is agreed that the Director shall not make any addition and alteration in the sanctioned plans, layout plans and specifications in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

1.5 Subject to Term No. 9.3 the Director agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (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 Director 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) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.

1.6 It is made clear by the Director and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee.

1.7 The Director agrees to pay all outgoing/ 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 outgoing/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 Director fails to pay all or any of the outgoing/ 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 Director agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.8 The Allottee has paid a sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Director hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Director 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 Director and the Allottee(s).

For Gokul Krpa Colonizers
Developers Pvt. Ltd.

[Signature]
Director

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the Purpose of
Application

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Director abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Director, 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 ----- payable at -----.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Director with such permission, approval which would enable the Director 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 Director accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Director 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 solve responsibility of the Allottee to intimate the same in writing to the Directors immediately and comply with necessary formalities if any, under the applicable laws. The Director shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Director shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

The Director 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/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. POSSESSION OF THE APARTMENT / PLOT:

6.1 **Schedule for possession of the said Apartment of Plot** – The Director agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Director assures to handover possession of the Plot 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 Director shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot 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 Director to implement the project due to Force Majeure conditions, the Director shall be terminated and the Director shall refund to the Allottee(s) the entire amount received from the Allottee with interest within forty-five days.

For Director

TO BE USED ONLY FOR THE PURPOSE OF APPLICABLE

from that date. The Director 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 Director and the Director shall be released and discharged from all its obligations and liabilities under this Agreement.

- 6.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate if applicable from the competent authority if not then from chartered engineer shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter's Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 6.3 Failure of Allottee to take possession of Apartment/ Plot-** Upon receiving a written intimation from the Director as per Term No. 6.2 above, the Allottee(s) shall take possession of the Plot from the Director by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Director shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 6.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 6.2 above.
- 6.4 Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Director 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 Director 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.
- 6.5 Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act;
- Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Director, the Director 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 Director to the Allottee(s) within forty-five days of such cancellation.
- 6.6 Compensation** – The Director 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 Director fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 6.1 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 Director 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/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due;

For Gokul Kripa Colonizers &
Developers Pvt. Ltd.

Director

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

7. REPRESENTATIONS AND WARRANTIES OF THE DIRECTOR : The Director hereby represents and warrants to the Allottee(s) as follows:

- (i) The Director 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;
(In case the Director is not owner of the Land, give details of collaboration with such owner)
- (ii) The Director has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
(In case litigation, give details)
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Director 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 Director 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 Director 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 Director confirms that the Director 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 Director 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 Director 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/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Director in respect of the said Land and/or the Project.

For Gokul Krpa Colonizers &
Developers Pvt. Ltd.

Director

8. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Director fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 6.1 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 Director'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.

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

- (i) Stop making further payments to the Director as demanded by the Director. If the Allottee(s) stops making payments, the Director 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 Director shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Director 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 Director on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Director in this regard, the Director may cancel the allotment of the Apartment/ Plot 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 :

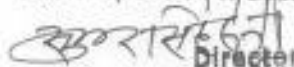
Provided that the Director shall intimate the Allottee about such termination at least thirty days prior to such termination.

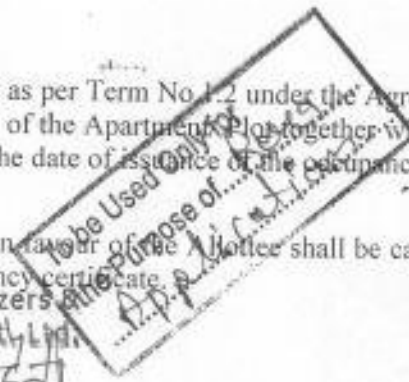
9. CONVEYANCE OF THE SAID APARTMENT/ PLOT :

The Director, on receipt of Total Price of the Apartment/ Plot as per Term No. 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot 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 Director within three months from the date of issue of occupancy certificate.

For Gokul Krupa Colonizers
Developers Pvt. Ltd.


Director



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 Director to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Director is made by the Allottee(s).

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

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

11. DEFECT LIABILITY:

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

12. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :

- (i) subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot, which may be in violation of any laws or rules of any authority.
- (ii) The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project, or common areas. Further the Allottee shall not store any hazardous or combustible goods on the Plot
- (iii) The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the concerned authority. The Allottee shall be responsive -for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

14. ADDITIONAL DEVELOPMENT:

The Director 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.

15. DIRECTOR SHALL NOT MORTGAGE OR CREATE A CHARGE

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

Bor Gokul Kripa Colonies
Developers, Pvt. Ltd.

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Director

16. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Director does not create a binding obligation on the part of the Director 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 Director. If the Allottee(s) fails to execute and deliver to the Director 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 Director, then the Director shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

17. 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/ Plot/ Building, as the case may be.

18. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

19. 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/ Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Plot, in case of a transfer, as the said obligations go along with the Apartment/ Plot for all intents and purposes.

20. WAIVER NOT A LIMITATION TO ENFORCE:

- 20.1 The Director may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Director in the case of one allottee shall not be construed to be a precedent and /or binding on the Director to exercise such discretion in the case of other allottees.
- 20.2 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.

21. SEVERABILITY:

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

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE HEREIN REFERRED TO IN THE AGREEMENT:

For Gokul Kripa Colonizers &
Developers Pvt. Ltd.

Director

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/ Plot bears to the total carpet area of all the Apartments/Plots in the Project.

23. 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.

24. PLACE OF EXECUTION :

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

25. NOTICES:

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

M/s.....(Director's name)	Allottee(s) name
Address.....	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 Director or the Allottee(s), as the case may be.

26. JOINT ALLOTTEE:

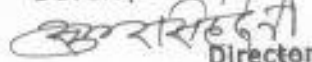
That in case there are Joint Allottees all communications shall be sent by the Director to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

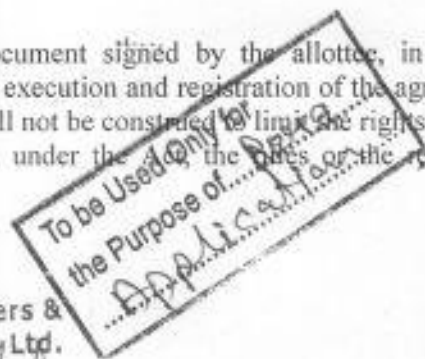
27. SAVINGS:

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

28. GOVERNING LAW:

For Gokul Kripa Colonizers &
Developers Pvt. Ltd.


Director



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.

29. DISPUTE RESOLUTION :

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

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

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

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

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

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

DIRECTOR

For and on behalf of M/s : Gokul Kripa Colonizers And Developers Pvt. Ltd.

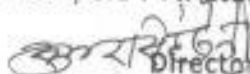
Name

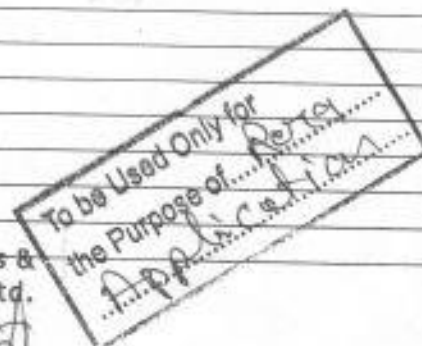
Signature

Designation

WITNESSES	
1. Signature	
Name	
Address	
2. Signature	
Name	
Address	

For Gokul Kripa Colonizers & Developers Pvt. Ltd.


Director



SCHEDULE-1

1. (Details of land holdings of the Director and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in Meters)
	Total Area	

Or

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

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

In South

In East

In West

And measuring

North to South

East to West

3. Latitude/ Longitude of the end points of the Project In North

In South

In East

In West

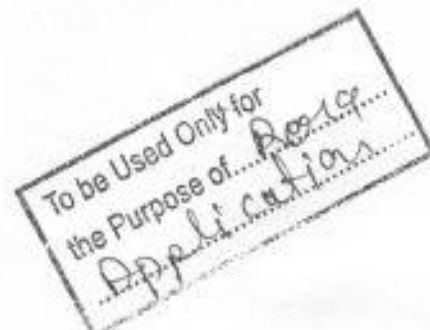
4. Other details of the location of the Project

5. Location Map

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3



For Gokul Kripa Colonizers &
Developers Pvt. Ltd.

[Signature]

Director

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

SCHEDULE-4

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

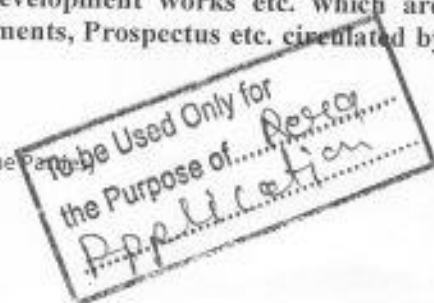
SCHEDULE-5

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

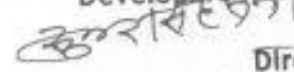
SCHEDULE-6

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

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



For Gokul Kripa Colonizers &
Developers Pvt. Ltd.


Director