

I. Abhishek Jain. S/o Shri Narender Kumar Jain ages 37 year R/o C-192, Sector -44, Noida, U.P. 201301 duly authorized by the promoter of proposed project do hereby solemnly declare, undertake and stated as under:

- 1. That the Agreement for Sale/Builder Buyer Agreement of our project namely "Ananda Greens" is in accordance to the FORM-G of Real Estate Regulation and Development Act. 2016.
- 2. That the none of the terms and conditions of the Agreement to sale by us violate the laws 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, Swarndhara Housing LLP the Deponent will be responsible for it.

For Swarndhara Housing LLP

Abhishek Jain (Partner)



NOTAR : PUBLIC Neemrana (Alwar)



राजस्थान स्टाम्प अधिनियम १९९८ के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिमार

1. आधार रूत अवसरवना सुविधाओं हेतू (धारा 3--क) — 10 —5

2. गाय और उसकी नस्त के संरक्षण और संवर्धन हेतू (धारा 3—ख) — 10: 5

कुल योग 10

रटाम्य विकेता नीमराना

दिनांक 15.03 .2018 रजि0 नम्बर 📙 🌱 🦻

SWARNDHARA HOUSING LLP BHIWADI

वास्ते ईकरारनामा

जरिये दलीपसिंह

पुनालाल स्टाम्प विकता नीमराना जिला अलवर राज

08.03.2018



ALLOTMENT LETTER

Mr/Mrs/Ms	

Co- Applicant	(if any)

Dear Sir/Madam,

1. The Details of the unit allotted are as under:

a. Unit No. :
b. Area. :
c. Total Price (In amount Rs.) :

d. Total Price (In word Rs.) :

2. Payment Schedule:- Development Linked Payment Plan (DLPP)*

Particulars	% of Amount	Amount	
On booking			
On possession			

^{*}The promoter may offer various payment plans and the Allottee has the option to choose the payment plan he wishes to opt as per his conveniences.

3. In addition to the Total Price, Allottee(s) shall be required to make the payment toward following:

- All the taxes, including but not limited to GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project.
- b. Interest free reducible maintenance deposit, upfront Maintaince charges, documentation charges, water charges, stamp duty, registration charges and any other charges applicable at the time of registration of the this agreement for Sale, Sale Deed, Sub-Lease Deed etc. in respect of the Unit.
- Allottee shall sign the agreement for sale for the project as and when requested by the promoter to do so.
- d. All payment shall be made through cheque/DD drawn in favour of "Swarndhara Housing LLP payable at Delhi. Alternatively Allottee can deposit/make online transaction (RTGS/NEFT/IMPS) directly in its HDFC Bank vide A/c Number 50200025929119 and IFSC-HDFC0000134.

Warm Regards,

For Swarndhara Housing LLP

(Authorized Signatory)

Note- Please call your booking officer for any query or mail us as info@neb.co.in.

FOR SWARNDHARA HOUSING LLP

Authorized School

FORM-G [See rule 9] Agreement for Sale

Affix Color Photo for First Allottee with Signature across the Photograph Affix Color Photo of the Authorized Signatory of the Promoter with Signature across the Photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of
M/s Swarndhara Housing LLP (LLPN No. AAI-4989) a LLP incorporated under the Provisions of the Section 12(1) of the Limited Liability Partnership Act, 2008 and having its registered office at D-83, Lower Ground Floor, Defence Colony, New Delhi-110024, its PAN is ADHFS1862Q represented by its
Authorized signatory (Aadhar No
Authorized vide Board resolution dated
hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.
AND
(if the Allottee is an individual)
Mr./Mrs./MsSon/Daughter/Wife of Mraged about years,
R/o
OR
(if the Allottee is a partnership firm)
M/s

For SWARNDHARA HOUSING LLP

Mr./Ms	son/daughter/wife of Mr
(Aadhaar No) duly authorized vide authority letter dated passed
and signed by all the pa	artners constituting the firm, (Copy enclosed) (hereinafter
referred to as the "Allo	ottee(s)", which expression shall, unless repugnant to the
context or meaning there	of be deemed to mean and include their legal successor(s),
administrators, executors	s successors & permitted assignees including those of the
respective partners) of th	e OTHER PART.

OR

(if the Allottee is a company)

(Details of other Allottee(s) to be inserted, in case of more than one Allottee)

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

INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto
 - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Applicable laws" shall means all acts, rules and regulations in force and in effect as of date thereof as applicable in state of Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan(Disposal of Urban Land) Rules, 1974, Building Bye laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation & Development) Rules, 2017 and any other laws which may be promulgated or brought in to force and effect herein after including bye laws, Notifications, Ordinances Policies, Laws or order or official directives of any central/state government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this agreement and applicable to the development/construction/sale of the project.
 - (c) "Authority" shall mean the Real Estate Regulation Authority.
 - (d) "Approved Plaus" shall mean the plans and designs of project developed or to be developed on project land (as defined herein below), which has been

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- approved by the local authority in full including any variations therein which may be subsequently made by the promoter and/or Architect (s) in accordance of applicable law.
- (e) "Brochure" means brochure depicting details and specification of the project (defined herein below) as circulated by the promoters at the time of booking of plot.
- (f) "Conveyance Deed" (i) shall mean written instruments executed between the promoter and Allottee(s) though which the ownership of plot is transferred to the Allottee(s) by the promoter subject to in accordance with the term in the of this agreement
- (g) "Common Facilities" of the Project shall means written instrument executed between promoter and the residents association through which the ownership of the common facilities is transferred in favor of resident association by the promoter subject to and in accordance with terms of the agreement.
- (h) "Earnest/Booking Amount" shall means 10% of Cost of the Plot.
- (i) "Interest" means the interest payable at the rate specified in rule 17 of the rules:
- (j) "Para" means a Para of this Agreement;
- (k) "Maintenance Society/Agency" 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;
- (I) "Regulation" means the Regulation male under the Act;
- (m) "Residents Association" shall mean an association or society or cooperative society, as the case may be of the Allottee(s) of Plots in the Project' by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the Act for the management/ maintenance of Common Facilities of Project
- (n) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (o) "Schedule" means the Schedule attached to this Agreement; and
- (p) "Section" means the section of the Act.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:-

A. The Promoter is in lawful possession of the land Khasra No 83,84 & 85 of revenue village Huseengpur situated in Tehsil- Tizara, District-Alwar, Rajasthan -301018 with a total area admeasuring of square meters 15267.08 (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

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- B. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from M/s Krishan Kripa Buildcon (P) Ltd & Praveen Buildcon Pvt Ltd and Sale Deed dated 27/06/2017 registered on in the office of Sub- Registrar Bhiwadi in its Book No.1 Volume No. 504 at Page No 141 bearing Serial No. 2017031111001658 and an additional copy of the same was also pasted in its additional Book No.1 Volume No.1763 at Page No. 507 to 516
- C. the said land is earmarked for the purpose of plotted development of a [residential purpose]project, comprising plots and [insert any other components of the Projects] and the said project shall be known as "Ananda Greens"

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;

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- F. The Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and Developing a real estate project known as "Ananda Greens" (hereinafter referred to as the 'Project') after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the 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 15,267.08 square meters situated at Village Huseengpur situated in Tehsil-Tizara, District-Alwar, Rajasthan -301018 and at 76.81191189 latitude & 28.143971879 longitude of the end points of the Project are respectively. The location details are fully described in the Schedule-1.

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

- J. The detail of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are Provided in Schedule-3.
- K. The details of other external development works to be taken for the Project are under:
 - a. Roads
 - b. Green Area.
 - c. Sewerage System
- L. The stage wise time-schedule of completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned external development works is as provided as under:

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

- M. The Promoter has opened a separate current account with IDBI Branch at C R Park, New Delhi for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.
- N. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter has applied for allotment and to purchase a Plot (hereinafter referred to as the 'Plot') in the Project vide his/her/their/its application form 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%

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of the cost of the 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.

- O. The Allottee has applied for a plot in the Project vides application form Dated..... and has been allotted plot no. having area of......square meters as measured at site.
- P. 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 SWARNDHARA HOUSING LLP

- Q. 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;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot.

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

1. TERMS:

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

1.2	The Total Price !	or the Plot based on the area is Rs	oceans.
	(In words Rupes	S	
	Plot No.	Area:	

Explanation:

- (ii) The Total Price above includes Taxes up to the date of the handing over the possession of the Plot to the Allottee and the Project to the Maintenance Society/Agency or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

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

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- (iv) The Total Price of Plot includes price of land, external development charges, taxes, cost of providing electrical connectivity to Meter Panel, Water Line, and Sewer Line for the plot and within the Project.
 - 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

1.4	As mentioned in Para 'N' above, the Promoter has already received an advance' booking amount from the Allottee(s) a sum of Rs
	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 plan given below :-

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

Provided that if the Allottee(s) delay in payment towards any amount which is payable as per this agreement, he shall be liable to pay interest computed as per the interest rate along with taxes including GST for any due under this agreement.

1.5 It is agreed that the Promoter shall not make any addition and alteration in the Sanctioned plans, layout plans as may be applicable to the project and specifications (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee(s) as per

For SWARNDHARA HOUSING LLP

the provisions of the Act and that the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Allottee(s) shall have to respond to any such request for consent sent by the Promoter, within 7 days from the receipt of such request. In case the Allottee(s) fail to reply to the Promoters request within 7 days, the same shall be deemed as Allottee(s) consent as required under Section 14 of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act.

- 1.6 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
 - The Allottee(s) shall have exclusive ownership of the 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 Promoter shall handover the common areas to the Maintenance Society/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 Plot includes recovery of price of land, external development charges, taxes, cost of providing electric wiring of common area, electrical connectivity to the Meter Panel and maintenance charges as per Term No.11 etc. to be provided within the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot. However, the Allottee (s) is aware that he/she shall take due care proper safety measure while visiting the site as construction activities are in full swing and the promoter shall not in any way be held responsible for any miss happening caused to/with Allottee(s) while visiting the site.
- 1.7 It is agreed that the project is an Ongoing, 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 within the constituted overall land, other constituted parts, project/phases within in the overall development approvals, for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities, for the clause and as the case may be applicable elsewhere in the Agreement, with in overall land and its constitute and shall be available proportionately only for use and enjoyment of the Allottee(s) of the Project.
- 1.8 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent

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authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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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 along with applicable taxes. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee Cheque/demand draft/ banker's Cheque or online payment (As applicable) in favor of "Swarndhara Housing LLP". The receipt would be valid only after realization of Cheque/DD/Banker Cheque & effect credit in account of promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority as extended as per applicable laws and towards handing over the Plot to the Allottee. Timely payment of Total Price as mentioned in this agreement shall be essence of this agreement.

6. DEVELOPMENT OF THE PROJECT:

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

7. POSSESSION OF THE PLOT:

7.1 The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the Maintenance Society/Agency or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place by 31.3.2020 and any such extension as may be permitted by the Act, rules or otherwise by law 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

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

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall send Offer of Possession of the Plot, to the Allottee(s) in terms of this Agreement. The Allottee shall have to clear all pending payments and take physical possession of the Plot within 30 days from the receipt of Offer of Possession. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society/Agency, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate/possession letter of the Plot, as the case may be, to the Allottee at the time of physical possession of the same.

From the date of issuance of the letter offering possession, the Allottee(s) shall be liable to pay house tax, property tax, or any other fee, cess or tax as applicable under law as and when levied by any local body or authority and so long as the plot of the Allottee(s) is no separately accessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) in proportion to area of the plot.

It is further provided that, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within one month from the date of issue of Offer of Possession.

- 7.3 Failure of Allottee to take possession of Plot- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above and penalty/holding/safeguarding charge @ 0.1% of the Total Price of the said Unit per month for the entire period of such delay.
- 7.4 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 the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society/Agency or the competent authority, as the case may be, as per the local laws:

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount earnest money, booking amount, brokerage paid by the promoter in respect of plot, any taxes, duty or cess etc deposited by promoter to the concerned department paid for the allotment and the interest liabilities for the allotment.

The balance amount of money paid by the Allottee(s) shall be returned without interest by the Promoter to the Allottee(s) after the sale of unit to new Allottee/buyer from the amount realized from new Allottee/Buyer.

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

For SWARNDHARA HOUSING LLP
Authorised Signatory

- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Plot;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s)
 - (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
 - (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Plot;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

For SWARNDHARA HOUSING LLP

- (i) The Promoter fails to provide Ready to move in possession of the Plot to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the project shall be complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-
 - (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
 - (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest within forty-five days of receiving the termination notice:
 - Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.
- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
 - (i) In case the Allottee(s) fails to make payments for demand within the due date of demand made by the Promoter as per the payment plan; despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount from the due date of payment.
 - (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 30 days after sending reminder notice by either email or courier or any other mode of communication, from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount, Brokerage Paid by the promoter in respect of plot, any taxes, duty or cess

For SWARNDHARA HOUSING LLP

etc deposited by promoter to the concerned department paid for the allotment and the interest liabilities and this Agreement shall thereupon stand terminated:

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

- (iii) Further in case of event of default under clause 9.3(ii), till the time the promoter exercises the option to terminate this agreement, Promoter shall be entitled to recover Interest plus applicable taxes.
- (iv) In the event where Promoter has received occupancy certificate and issued Offer for Possession subject to full and final payment by the Allottee and the Allottee(s) have defaulted on payment, the Promoter is entitled to recover (a) Interest plus applicable tax (b) recover Maintenance charges from the date of issuance of Offer for Possession (c) recover Holding/safeguarding charges @ 0.1% per month of the Total Price of the Unit.
- 9.4 Without prejudice to the rights of the promoter under this agreement, the promoter shall be entitled to file/initiate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this agreement of the provision of the Act/Rules/Regulation.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in areas within 1 month from the date of issuance of the Offer for Possession to the Allottee:

Provided that, in absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 1 month from the date of issue of Offer for Possession.

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

11. MAINTENANCE OF THE SAID BUILDING PROJECT:

11.1 The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society/Agency upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Plot. The promoter shall be responsible for maintaining the project up to 3 months from the date of receipt of occupancy certificate. Within this period, the plot owners will form/nominate society/agency for maintenance. In the event of their failure to form such society/agency, the Promoter shall appoint an agency and the cost of the

For SWARNDHARA HOUSING LLP

maintenance will be paid by the Allottee(s) to the Maintenance agency appointed by the Promoter.

- 11.2 The Allottee(s) hereby agrees that his/her right to use of Common Area and Facilities of the Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligation in respect of the terms and condition specified under this Agreement as well as by the Residents Association from time to time
- 11.3 The Allottee(s) shall be liable to pay the proportionate common electric charge and water charge for the Plot/Project from the dale of offer of possession in proportionate to the area owned by them or occupied by them.
- 11.4 Allottee(s) shall be bound by all the terms and condition of the byelaws, maintenance agreement entered by the Residents Association as per its byelaws
- 11.5 The Allottee(s) shall make his own arrangement for water and electricity for the construction/development of his plot after taking possession from the Promoter.

12. 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 5 (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.

13. GENRAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 13.1 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 or change or alter or make additions to the said Plot, and keep the said Plot, and appurtenances thereto or belonging thereto in good, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the open area including roads, parks etc. are not in any way damaged or jeopardized.
- 13.2 The Allottee further undertakes, assures and grantees that he/ she would not put any signboard/ name-plate, neon light, publicity material or advertisement material etc. on the open area including roads, parks. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages of the Project. The Allottee shall also not remove any wall, including the outer and load wall of the complex.

For SWARNDHARA HOUSING LLP

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

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

15. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has 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.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes Without affecting the rights and interest of the Allottee(s) in respect of the Plot under this Agreement, in case the Promoter raises finance, loan from any financial institution/Bank by way of mortgage/charge securitization of receivables or in any other mode or manner by charge/mortgage of the Land, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Plot under this Agreement shall not be affected and the Allottee(s) shall be entitles to take loan from any bank/financial institution for purchase of the Plot and the Plot shall be free from all encumbrances at the time of registration of Conveyance Deed of the Plot. For the purpose of the same, the Promoter shall provide NOC's etc as may be required by the Allottee(s).

17. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the

FOR SWARNDHARA HOUSING LLP

date of its receipt by the Allottee(s), Promoter shall have option to cancel the allotment of the Allottee(s) and if so chosen by the Promoter, amount of Booking deposited by the Allottee(s) shall be forfeited. However, cancellation of booking is done within days from the date of booking full amount received shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Plot to the Allottee(s), including preparation of the Agreement, Postal cost, advocate fees etc.

18. ENTIRE AGREEMENT:

This Agreement, along with its schedules, annexure, 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 Plot.

19. RIGHT TO AMEND:

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

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

21. BROKERAGE:

In case the Allottee(s) has to pay any commission or brokerage to any pe6on or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Plot for the Allottee(s), the Promoter shall in no way whatsoever he responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the promoter for the Plot.

For SWARNDHARA HOUSING LLP

22. WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 22.2 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.

23. 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.

24. 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.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the

For SWARNDHARA HOUSING LLP

Promoter	or	simultaneously	with	the	execution	the	said	Agreement	shall	be
registered	at	the office of the	Sub-l	Regi	strar at			- 3		

26. NOTICES:

All the notices to be given and served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly given and served if sent to the Allottee or the Promoter by registered A.D.Post or Speed A.D. Email to the party at their respective addresses specified below:-

M/s Swarndhara Housing LLP	Allottee(s) Name	
Address- D-83, Basement, Defence Colony, New Delhi-110024, 011-	Address-	
41727951 Email- info@neb.co.in	Email-	

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

27. JOINT ALLOTTEE:

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

28. SAVINGS:

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

29. GOVERNING LAW:

For SWARNDHARA HOUSING LLP

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.

30. DISPUTE RESOLUTION:

- a. 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.
- b. In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulation made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under this Act.

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

Passport size photograph (First-Allottee)	Passport size photograph (Second-Allottee)	Passport size photograph (Third-Allottee)
Signature:	Signature:	Signature:
Name First Allottee	Name Second Allottee	Name Third Allottee

For SWARNDHARA HOUSING LLP

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

For and on behalf of Swarndhara Housing LLP

Name

(Authorized Signatory)

Witnesses 1.

Witnesses 2.

For SWARNDHARA HOUSING LLP

SCHEDULE-1 Details of Land Holdings of the Promoter and location of the Project

Name of Revenue Village and Tehsil	Khasra No.	Area (In Square Metter)
Village Huseengpur	Kh. No. 83,84,85	15,267.08 sq metres

SCHEDULE-2

The piece and parcel of the Project is bounded on the :-

In North

Housing Society

In South:

Agricultural Land

In East:

Road

In West:

Agricultural Land

Other details of the location of the Project

Location Map



For SWARNDHARA HOUSING LLP

SCHEDULE-3

(Specification of the Project)

- 1. Planned Roads
- 2. Parks
- 3. Street Lighting.

SCHEDULE-4

[Description/Zoning of the Plot]

For SWARNDHARA HOUSING LLF