



सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

Certificate No. : IN-RJ14017505797463P
Certificate Issued Date : 21-Aug-2017 02:21 PM
Account Reference : SHCIL (FI) rjshcil01/ RAMBAGH/ RJ-SP
Unique Doc. Reference : SUBIN-RJ/RJSHCIL01214578583288212
Purchased by : JANAWAS PROJECT
Description of Document : Article 4 Affidavit
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : JANAWAS PROJECT
Second Party : NA
Stamp Duty Paid By : JANAWAS PROJECT
Stamp Duty Payable : 100
(One Hundred only)
Surcharge for Infrastructure Development : 10
(Ten only)
Surcharge for Propagation and Conservation of Cow : 10
(Ten only)
Stamp Duty Amount(Rs.) : 120
(One Hundred And Twenty only)



AFFIDAVIT

I, DINESH KUMAR YADAV S/o Sate Shri JANWANT SINGH aged 36 Years R/o Plot/ Star Public School Khairthal, Distt. Alwar (Rajasthan) duly authorized by the promoter, M/s Jan Aawas

For JAN AAWAS PROJECT

ATTESTED

RAJENDRA KUMAR SOMA
NOTARY (GOVT. OF INDIA)
IMPUR (RAJ.)

0003581454

21 AUG 2017



Project do hereby solemnly declare, undertake and state as under:-

1. That we have applied for registration on our project "Jan Aawas Vatika" at Khasra No. 738/929 & situated at Village Sabarka Teh. Tijara, Distt. Alwar (Rajasthan) under the provision of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G. in the Rajasthan Real Estate (Regulation and Development) Rules, 2017
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the Rules made thereunder.

For JAN AAWAS PROJECT
Deponent

Verification

I, DINESH KUMAR YADAV S/o Late Shri JASWANT SINGH YADAV aged 18 Years, R/o Star Public School Khairthal Distt. Alwar (Raj.) do hereby declare that the contents in para No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 21 th day of August, 2017

For JAN AAWAS PROJECT
Deponent

ATTESTED
RAJENDRA KUMAR SONI
NOTARY (GOVT. OF INDIA)
JAIPUR (RAJ.)

21 AUG 2017



मुख्यमंत्री
जन आवास योजना-2015
EWS एवं LIG हाउसिंग पर केन्द्रित



Jan Aawas
PROJECT



Jan Aawas
वाटिका

Agreement to Sale



AGREEMENT FOR SALE

This Agreement for Sale, hereinafter referred to as the “**Agreement**”, is executed on this day of Two thousand and at

By and Between

M/s Jan Aawas Project a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at **Star public school, Kishangarh Bass Road, khairthal, Distt – Alwar** and its PAN is **AAMFJ1013E** represented by its auothorised partner **Mr. Dinesh kumar yadav** (.....) duly authorized vide authority letter dated **10-07-2016** passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Promoter"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

AND

Mr./Mrs./Ms..... (Aadhar No.)
(PAN), son/daughter/wife of Mr.....,
aged aboutyears, R/o.....
jointly with Mr./Mrs./Ms..... (Aadhar No.)
(PAN), son/daughter/wife of Mr.....,
aged aboutyears, R/o..... (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.

The “Promoter” and the “Allottee(s)” shall hereinafter be collectively referred to as “**Parties**” and individually as “**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 mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Chief Minister Jan Awas Yojana, 2015, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive 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) **"APARTMENT"** shall mean the EWS or LIG unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- (d) **"BUILDING"** shall mean the building/tower/block No.1-4 in the Project comprising of Ground+ 6 floors, where the Allottee(s) has been allotted his "Unit".
- (e) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- (f) **"Built-up area"** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- (g) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony

- or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s).
- (h) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include Scheduled Land (as defined herein) and such common areas, facilities and spaces meant for common use of the occupants of the Project and equipments provided AND/OR reserved for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- E** attached hereto except as specifically excluded as per the terms of the Agreement.
- (i) **"EARNEST MONEY"** shall mean 10% of the total payable amount as mentioned in Clause no. 1.2
- (j) **"INTEREST"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- (k) **"MAINTENANCE ASSOCIATION/RWA"** shall mean a resident welfare association or cooperative society or body by whatever named called as the case may be, of the allottees of Apartments in the Project under Chief Minister Jan Awas Yojana, 2015, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.
- (l) **"MAINTENANCE CORPUS FUND"** shall mean interest free maintenance deposit payable by all the allottees at the time of offer of possession of Apartment towards creating corpus for the Maintenance Society/RWA, which shall be utilized for maintenance of Common Areas and Facilities of the Project.
- (m) **"PROJECT"** shall mean the Affordable Housing Project under Provision 3-A of the "Chief Minister Jan Awas Yojana, 2015", being developed upon the Scheduled Land as per sanctioned plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws.
- (n) **"Para"** means a Para of this Agreement;
- (o) **"Regulation"** means the Regulation made under the Act;
- (p) **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (q) **"SUPER BUILT UP AREA"** includes area of rooms, kitchen, 50% of area of balcony/verandah, toilet, walls & proportionate common area of each Building permissible under the provisions of "Chief Minister Awas Yojana, 2015".
- (r) "Schedule" means the Schedule attached to this Agreement; and

- (s) "Section" means the section of the Act.
- (t) **"SCHEDULED LAND"** shall mean land admeasuring 12607.49 sq. mtr. bearing no. 738/929 situated at Revenue Village Rabarka, Teh. Tijara, District Alwar (Rajasthan) on which the Project named **"Jan Aawas Vatika"** is being developed and more fully described in **Schedule A**.
- (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 **khassra no – 738/929** of revenue village – **Rabarka** situated in **Tijara** Tehsil Distt – Alwar with a total area admeasuring of **12607.49 Sqmt** (hereinafter referred to as Land and more fully described in the **Schedule–A**)
- (B) The owner of the Land is Mr **Udhay Bhan yadav S/o Narayan Lal yadav R/o 37 Manu Marg Alwar Distt – Alwar (Raj)** The Land was purchased by such owner from **Lal singh, Jaswant, Krishan kumar S/o Shri Bheeva R/o Vill – Rabarka Th- Tijara Distt – Alwar**, as stated in the Conveyance deed/ Lease-deed dated **08-07-2016**, registered on **Bhiwadi** in the office of Sub- Registrar **13-07-2016** in its Book No. **01** Volume No. **486** at Page No **112** bearing Serial No. **2016002615** and an additional copy of the same was also pasted in its additional Book No. **01** Volume No. **1691** at Page No. **121 to 129** the consent of such owner of the Land has been taken and as such a collaboration agreement/development agreement /joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on **23-09-2016** in the office of Sub-Registrar **Bhiwadi** in its Book No. 01 Volume No. **490** at Page No **159** bearing Serial No. **2016003462** and an additional copy of the same was also pasted in its additional Book No. **01** Volume No. **1708** at Page No. **85 to 93**
- (C) The said land is earmarked for the purpose of **Residential** Housing project Under "Chief Minister Jan Aawas Yojna, 2015" comprising 4 multistoried apartment buildings and the said project shall be known as **"Jan Aawas Vatika"**
- (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 Promotor regarding the said land on which Project is to be constructed have been completed.

- E. the **UIT, Bhiwadi** has granted the commencement certificate to develop the Project vide its approval number **3168-69/17** dated **19-05-2017**.
- 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 '**Jan Aawas Vatika**.' (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments (601 dwelling units and **16** commercial shops) and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring **12607.49** square meters situated at Khasra no. **738/929 Vill – Rabarka Th – Tijara Distt – Alwar** and latitude & longitude of the end points of the Project are **28.11°N, 76.74°E** respectively. The location details are fully described in the **Schedule-A**
- H. The Project has been registered with the Real Estate Regulatory Authority on (date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (**Rera-Rajasthan.in**) of the Authority.
- I. The layout plan/ site plan of the Project (whole Project) has been sanctioned vide No. **3168-69/17** dt **19-05-2017** by the **UIT Bhiwadi**. (competent authority), and copy of which is enclosed as **Annex- 1**
- J. approval of specifications of the Project and permission of building construction upto **20.75** meters height (**G+6**) under the relevant legal provisions has been accorded vide No **3168-69/17** date **19-05-2017** by the **UIT Bhiwadi** (competent authority).
- The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- K. The details of floor plan of the Unit No. and for Building is given in **Schedule- D**.
- L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4 of the Act have been specifically provided under **Schedule- F**
- M. the details of salient features of the proposed Project including access to the project, design for electric

- supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule – B** attached hereto.
- N. the details of other external development works to be taken for the Project have been specifically provided in **Schedule – K** attached hereto.
- O. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule – L** attached hereto.
- P. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works been specifically provided in **Schedule – J** attached hereto.
- Q. Ttemporary fire NOC for the Project has been accorded by the **Municipal Corporation Bhiwadi** vide letter No. **184** dated **28-07-2017**.
- R. The Airport Authority of India NOC is not applicable.
- S. Environmental Clearance from the department concerned has been obtained or the Project.
- T. the Promoter has opened a separate account in Branch..... of for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.
- U. The Allottee(s), being aware of the Project and details given above as well as in the Advertisements about the project made by the promoter, has applied for allotment and purchase of an Apartment in the Project *vide* his/her registration/application form no. _____ dated _____ (“**Registration Form**”) and has also deposited a sum of Rs. _____ (Rupees _____ only) as an advance payment/booking amount including registration fee (hereinafter referred to as “**Booking amount**”) and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in clause _____ herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- V. The Allottee(s) being successful applicant for allotment of EWS/LIG Apartment on the basis of his Registration Form submitted to the Promoter for allotment of Apartment in opted category i.e, Economic Weaker Section (EWS) or Lower Income Group (LIG), the Promoter allotted following Apartment in the Project to the Allottee(s):

- (i) Apartment No. _____; (EWS/LIG)
- (ii) Floor No. _____;
- (iii) Tower No. _____ (“Building”);
- (iv) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
- (v) Super Built Area _____ sq. ft.

and pro rata share in the common areas of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure- II** and more particularly described in the **Schedule - C** attached herewith and hereinafter referred to as the “**Unit**”).

W. The Allottee(s) has represented and assured the Promoter that the information, documentations, affidavits and assurances given by the Allottee(s) in the Registration Form and along with Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Application/Registration Form and this Agreement.

X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

Y. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

**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 Unit.

- 1.2 The total price consideration of the Unit based on the carpet area, including consideration for exclusive balcony, is Rs. _____/- (Rupees _____ only) (hereinafter referred to as “**Total payable amount**”).

Explanation :-

- i The Total Payable Amount above includes the booking amount of Rs. _____/- (Rupees _____) paid by the Allottee(s) to the Promoter towards the Unit. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.
- ii The Total Payable Amount above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Unit to the Allottee(s) and the Project to the Maintenance Association after obtaining the completion certificate. However, the above Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall determined by the Promoter and shall be reasonable charges and payable by the Allottee(s) until the Common Areas and Common Facilities of the Project are not taken over by the Maintenance Association within 30 days of receipt of completion certificate of Said Project.
- Provided that in case there is any incresce/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased based on such change/ modification/introduction.
- 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- iii The Total Payable Amount of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following charges, deposits, etc.

- a) Towards Maintenance Corpus Fund: Rs. _____/- (Rupees _____ only) calculated @ Rs. 50 per sq. ft. of Super Built Up Area of Unit.
- b) Electric meter charges payable to JVVNL or any other agencies supply electricity, at the time of possession.
- iv The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan attach here with as **Schedule – G** (here in after referred to as “**payment plan**”) 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;
- v The Total Payable Amount of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors and windows in the common areas, maintenance charges as per clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.

- 1.3 The Total Payable Amount 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/taxes/levies or introduction of new charges/levies/taxes 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/taxes 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.4 Till the date of execution of this Agreement, the Promoter has already received from the Allottee(s), a sum of Rs. _____/- (Rupees _____ only), out of the

Total Payable Amount of Rs. _____/- (Rupees _____ only) and the Allottee(s) agrees and undertakes to pay the balance amount of Rs _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the Payment Plan.

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.

- 1.5 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – H** and **Schedule- I** in respect of the Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) 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 The Promoter shall confirm to the final Carpet Area and Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Total Payable Amount for the Super Built Up Area/ Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area/Super Built Up Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area/Super Built Up Area, which is not more than three percent of the Carpet Area/Super Built Up Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in proportion to the Total Payable Amount for the Unit.

- 1.7 Subject to clause 8.3, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit.

.....
Developer

.....
Allottee(s)

- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Project. Since the share/ interest of Allottee(s) in the common areas of the Project 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 and Facilities of Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors and windows in the common areas, maintenance charges as per clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project;
- (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Unit.

- 1.8 The Promoter has earmarked _____ parking space of the Allottee(s) at _____ and has also assigned parking space no. _____ as per the provisions of parking area under the Chief Minister Jan Awas Yojana, 2015 and for proper management and utilization of parking area of the Project and the same has been annexed herewith as **Annexure- III**.
- 1.9 The Allottee(s) if fails to occupy the Unit within one year from the date of possession of the Unit, the Promoter shall be entitled to cancel the allotment and allot the Unit to other applicant in the waiting list as per the provisions of Chief Minister Jan Awas Yojana, 2015.
- 1.10 The Allottee(s) agrees and understands that except as expressly provided in para 'L' herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.
- 1.11 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

- 1.12 The Allottee(s) shall not be entitled to sell, transfer the Unit for a period of 10 years after the allotment of Unit. In case of sale of Unit within 10 years of allotment, the Promoter shall be entitled to cancel the allotment and conveyance deed of the Unit and allot the Unit to other applicant in the waiting list.
- 1.13 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.14 That the Project shall always be known as “**JanAawas Vatika**” and the name of the Project shall not be changed except with the consent of the Promoter.
- 1.15 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under the Agreement to Sell whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay the due payments to the Promoter, as the Payment Plan or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 8 as stated below.

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 stipulated time as mentioned in the payment plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of payable at, Rajasthan. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. ADJUSTEMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment/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.

4. TIME IS ESSENCE :

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

5. CONSTRUCTION OF THE PROJECT :

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

6. CONVEYANCE AND POSSESSION OF UNIT:

6.1 Schedule for possession of the Unit – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of Project to the Maintenance Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of Project with all specifications, amenities and facilities of the Project in place on or before **15/12/2020**, 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 Project (“**Force Majeure**”). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure

condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees 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.

6.2 Procedure for execution of conveyance deed and taking possession- The Promoter, within thirty (30) days of obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit and also invite Allottee(s) to execute conveyance deed of the Unit along with detail of outstanding dues and stamp duty, registration charges and other incidental charges and the Promoter shall subject to receipt of Total Payable Amount of the Unit and such other charges as mentioned under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in common areas and also handover possession of the Unit within three (3) months from the date of issuance of the occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Association, as the case may be, after the issuance of occupancy certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee(s) at the time of conveyance of the same.

6.3 Failure of Allottee(s) to execute conveyance deed and take possession of Unit-

Provided that, in case the Allottee(s) fails to deposit the stamp duty, registration charges and any other dues along with interest, if applicable, under this Agreement within the period mentioned in the offer notice/letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour and refuse possession of Unit till payment of all dues, including, stamp duty, registration charges, etc. to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and

liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. Further, in case the Allottee(s) does not execute conveyance deed and/or does not take possession of Unit within the period mentioned in offer notice/letter after paying all dues and charges mentioned in offer notice/letter in accordance with this Agreement, then the Promoter shall have the option to cancel the allotment and forfeit Earnest Amount, the interest liabilities of the Allottee(s) and refund balance amount without any interest within 15 days of allotment/sale of Unit to a new buyer or the Promoter may without prejudice to their rights under this Agreement and under law, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter, the following amount:-

- a) The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
- b) Maintenance charges from the date of offer of possession as per notice of possession.

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay execution of conveyance deed and/or in taking possession of the Unit by the Allottee(s) exceeds thirty (30) days, the Promoter, without prejudice to its rights under this Agreement and under law, shall be entitled to terminate the allotment and forfeit Earnest Amount, the interest and other charges payable for delay in taking possession and refund balance amount without any interest, in fifteen (15) days of allotment/sale of Unit to a new buyer.

6.4 In case the Allottee(s) is availing loan from any bank or financial institution, the conveyance deed of the Unit, in favour of the Allottee(s) shall be executed only, upon the Promoter receiving "No Objection Certificate" from such bank or financial institution and the conveyance deed shall be handed over to the lending bank or financial institution, as required by them.

6.5 **Possession to the Allottee** - It shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Association within thirty days after obtaining the completion certificate.

6.6 **Cancellation by Allottee(s)**- 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 Promoter, the Promoter shall be entitled to forfeit the Earnest Amount and interest liabilities of the

Allottee(s). The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 45 days of such cancellation.

- 6.7 **Compensation** – The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Scheduled 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in clause 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 Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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 Unit, with Interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that if the Allottee(s) does not intent to withdraw from the Project, the Promoter shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

- 6.8 The Allottee(s) shall be liable to pay from the date of offer of possession of Unit, 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 Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built Up Area/Carpet Area of Unit.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The promoter is in lawful possession of the said land and 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. The owner of the Land is Mr **Udhay Bhan yadav S/o Narayan Lal yadav R/o 37 Manu Marg Alwar Distt – Alwar (Raj)**

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (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, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

- (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.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

8. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Clause 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 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.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head

whatsoever towards the purchase of the Apartment, along with interest 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 Apartment, which shall be paid by the Promoter 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 of due installment/amount as per 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.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond **90 Days** consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

8.4 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules/Regulations.

9. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT :**

9.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with RERA and CMAY, the Promoter through any maintains agency shall maintain the Common Areas and Facilities of the Project at reasonable charges; however, one month maintenance charges from the date of completion certificate has been included in Total Payable Amount of Unit.

9.2 That a Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Common

Facilities as described in **Schedule - E** hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Maintenance Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the apartments shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Common Facilities and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities. The Promoter shall handover the management/maintenance of the Common Areas and Common Facilities upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Common Facilities in the Building/Project. Further, upon the formation of Maintenance Association, the Promoter shall handover the Maintenance Corpus Fund to the Maintenance Association under the provisions of Chief Minister Jan Awas Yojana, 2015

- 9.3 That as and when the Common Areas and Common Facilities shall be handed over to the Maintenance Association, the Maintenance Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of any such possession to the Maintenance Association.
- 9.4 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of the Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.
- 9.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by

the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

9.6 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per it Bye – Laws.

10. DEFECT LIABILITY:

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

11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

12. USAGE:

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

13. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT :

13.1 Subject to Clause 10 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or

suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

13.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

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

14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES:

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

15. ADDITIONAL CONSTRUCTIONS :

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

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Building.

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,, Rajasthan as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT:

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

19. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties. Subject to compliance of norms of act.

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

21. WAIVER NOT A LIMITATION TO ENFORCE:

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

21.2 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.

22. SEVERABILITY:

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments/Plots in the Project.

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 **Bhiwadi Distt – Alwar (Rajasthan)** after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at **Rajasthan**, Hence this Agreement shall be deemed to have been executed at

26. NOTICES :

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

M/s. JanAawas Project (Promoter's name)	Allottee(s) name
Address. Star public school, Kishangarh Road, Khairthal Distt - Alwar	Address.....

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

27. JOINT ALLOTTEE:

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

28. 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 promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

29. GOVERNING LAW:

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

30. DISPUTE RESOLUTION:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination 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 issues 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 regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

witnesses on

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

Signed and delivered by the within named Promoter in the presence of

witnesses at on

Developer

Allottee(s)

PROMOTER	
For and on behalf of M/s JANAAWAS PROJECT	
Name	:- Dineshkumar Yadav
Signature	
Designation	:- Partner
WITNESSES	
1- Signature	
Name	
Address	
2- Signature	
Name	
Address	

SCHEDULE-A

(Description of Schedule land of project)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
RABARKA, TIJARA, ALWAR	738/929	12607.49 Square Meters
Total Area	12607.49	Square Meters

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

In North- other land

In South - other land

In East - 18 meter wide road

In West - other land

And measuring

North to South. As per site plan (enclosed)

East to West. As per site plan (enclosed)

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

In North: 28°11'47.93"N, 76°74'37.90"E

In South: 28°11'35.05"N, 76°74'27.05"E

In East: 28°11'32.62"N, 76°74'34.18"E

In West: 28°11'49.24"N, 76°74'31.96"E

4- Other details of the location of the Project

SCHEDULE-B
(Details of salient features of Project)

Electric Supply, Street Lighting, Water Supply, Underground Water Tank, Overhead Water Tank

SCHEDULE- C
(Description of the Unit)
<<<Flat No. to be given here>>>

SCHEDULE-D
(Floor Plan of the Apartment and Block/ Tower in the Project)
Refer Floor Plan attached with this agreement

SCHEDULE- E
(Details of common areas, facilities and amenities of the Project) Common Area: Lift , Stairs , Corridor.
Facilities - Drinking Water, Emergency Excavation Services (Lift and Stairs), Society Office.

SCHEDULE- F
(Detailed Plan of Development Works to be undertaken)
<< Development Plan to be attached>>

SCHEDULE- G**(Payment Details)**

Stage of development works and completion of Unit	Percentage of the Total _____ as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

SCHEDULE- H

(Specifications, facilities, amenities which are part of the
Unit which shall be in conformity with
the advertisement, brochure etc circulated
by the promoter at the time of
booking of the Apartments in the Project)
Facilities - Drinking Water, Emergency
Excavation Services (Lift and Stairs).
Street Lighting, Water Supply,
Underground Water Tank, Overhead Tank

SCHEDULE-I

(Specifications, facilities, amenities, internal/external
development works etc which are part of the
Project which shall be in
conformity with the advertisement,
brochure etc circulated by the promoter at the time of
booking of the Apartments in the Project)
Facilities - Drinking Ware, Emergency
Excavation Services (Lift and Stairs)
Street Lighting, Water Supply,
Underground Tank, Overhead Tank

SCHEDULE- J

Stage Wise Time Schedule of Completion of Project

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	_____	_____
2.	Completion of development works (internal/external Development works). Completion of internal works of the Building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash		
3.	Provision of civic infrastructure like water, electricity, sanitation Finishing		

SCHEDULE - K

(Details of other external development work for the Project)

External Work - Boundary Wall, Drive Way, Underground Water Tank, Lawn, Parking Area Development, Guard Room, STP, Water Harvesting, Street Lighting

SCHEDULE - L

(Details of specification of material used in construction)

Material as per the specification of Chief Minister Jan Awas Yojana

Annexure- I

(Site Plan of the Project)

<<As Attached with the Agreement>>

Annexure-II

Layout plan of Unit

<<As Attached with the Agreement>>

Annexure- III

Parking area of the Project

<<As Attached with the Agreement>>

.....
Developer

.....
Allottee(s)

.....
Developer

.....
Allottee(s)

.....
Developer

.....
Allottee(s)

.....
Developer

.....
Allottee(s)

.....
Developer

.....
Allottee(s)

.....
Developer

.....
Allottee(s)

.....
Developer

.....
Allottee(s)



Contact

Jan Aawas Project, Rabarka

Tapukhera-Rewari Mega Highway, Greater Bhiwadi, Dist-Alwar (Raj.)

This PDF document was edited with **Icecream PDF Editor**. +91 7340047039, +91 7340013277,
Upgrade to **PRO** to remove watermark.