

AGREEMENT

THESE ARTICLES OF AGREEMENT EXECUTED At Jaipur on the May 26, 2012

BETWEEN

M/s. ASHIANA MANGLAM DEVELOPERS, a Partnership Firm having its principle place of business at Unit No. 4&5, 3rd Floor, Plot No. D-2, Southern Park, Saket District Centre, Saket, New Delhi, and local office at 3rd Floor, Apex Mall, Lal Kothi, Tonk Road, Jaipur, Rajasthan, hereinafter referred to as **the BUILDER** of the **ONE PART**.

AND

_____, S/o _____, residents of _____, hereinafter referred to as the **BUYER (S)** of the **OTHER PART**.

DEFINITIONS

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto:

- 1.1. **“The BUILDER”** means the Builder above-named and also its executors, successors and/or successors-in-interest, assigns, representatives and nominee or nominees.
- 1.2. **“The BUYER”** means and includes:
 - a) If the Buyer be an individual then his/her heirs, executors, administrators, legal representatives, successors and assigns;
 - b) If the Buyer be a Hindu Undivided Family, then its karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representatives and assigns;
 - c) In case the Buyer be a Partnership Firm, then its partners for the time being their respective heirs and executors, administrators, legal representatives and assigns; and
 - d) In case the Buyer be a limited company, then its successor or successors-in-interest and assigns;
- 1.3. **“The Whole Land”** means all that piece and parcel of land measuring 71394.30 Square Meters approximately at Kalwar Road, Gram Machwa, Tehsil and District Jaipur (Rajasthan) and more fully described in the **Schedule “A”** hereunder.
- 1.4. **“The Said Land”** means a portion of the Whole Land measuring 39700.14 square meters more or less and more fully described in the **Schedule A-1** hereunder.
- 1.5. **“The Entire Complex”** means the entire building complex developed and/or being developed by the Builder on the Whole Land and includes the Resort.
- 1.6. **“The Resort”** or **“Ashiana Utsav”** means the Resort known as Ashiana Utsav: Retirement Resort

comprising of several residential and other buildings being developed by the Builder on the said Land.

- 1.7 **The Building**” means the building in the Resort wherein the said Unit is located.
- 1.8. **“The Said Unit”** means the flat together with the parking facility which the Buyer has agreed to purchase or acquire and more fully described in the **Schedule “B”** hereunder.1.9. **“Parking facility”** means the open or covered facility reserved on the said Land or in the Building for parking a car and/or a scooter, as described the **Schedule “B”**.
- 1.10. **“The Plans”** means the plans and designs of buildings constructed / to be constructed on the said Land which has been duly approved/ to be approved by the Authority including any variations therein which may subsequently be made by the Builder and/or Architect(s).
- 1.11. **“Architect”** means M/s. IDEAS, Jaipur and/or such other person or persons and/or firm or firms and/or company or companies whom the Builder may appoint from time to time as the architect for the Resort.
- 1.12. **“The Residents”** means either the Buyer or his authorized representatives who would be staying in the said Unit.
- 1.13. **“Ashiana Maintenance Services”** means Ashiana Maintenance Services Ltd. (formerly known as Vatika Marketing Limited) having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071.
- 1.14. **“Maintenance Agency”** means Ashiana Maintenance Services or such other person as may be appointed in place and stead of Ashiana Maintenance Services in terms of the Maintenance Agreement.
- 1.15. **“Maintenance Agreement”** means a tripartite maintenance agreement to be made by and between the Builder, the Buyer and the Maintenance Agency in the format contained in **“Schedule E”** hereto.
- 1.16. **“Common Shared Services”** means common services and facilities such as water supply, sewerage disposal, street lighting, common area security, horticulture, generator power, cost of operation of water treatment and sewerage treatment plants installed by the Builder etc. to all the complexes and/or resorts comprised in the Entire Complex.
- 1.17. **“The Association”** means the association of the Owners and/or Buyers of the Units in the Resort and to be nomenclature as Ashiana Utsav Owner’s Association.
- 1.18. **“He Or His”** shall mean either she or her in case the Buyer is a female or it or its in case the Buyer is a firm or a body corporate.

WHEREAS

- 2.1 The Builder owns and possesses land measuring 28 bigha and 17 biswa (72990 sq. mtr. Approx) situated at Kalwar Road, Gram Machwa, Tehsil and District Jaipur, more and fully described in

Schedule - “A” and hereinafter referred to as “the Whole Land”.

- 2.2 The land use of the whole land was converted for residential use vide Conversion Order No. Revenue 18 B (32) 2004 / R / 5581 dated 19th April, 2006 issued by the Office of District Collector, Jaipur as per terms & conditions mentioned therein.
- 2.3 The Layout Plan was issued by the Office of District Collector, Jaipur vide its approval letter no R18B(32)2004/R/14143 dated 16th November, 2006.
- 2.4 The Builder has framed a scheme for construction and development of the Resort on the said land for providing retirement residential solution containing the following special terms and conditions :
- (a) The resident or the spouse of the resident should be atleast 55 years in age at the time of occupancy ;
 - (b) The resident and his spouse do not suffer from any contagious disease or alzheimer and are not terminally ill or of unsound mind at the time of admission or occupation of the Unit ;
 - (c) On allotment and possession of the Unit the Buyer shall be at liberty to let out or grant license of the Unit to any one who fulfils the conditions mentioned in Clauses (a) and (b) above ;
 - (d) The children/grand-children or other relatives or friends below the age of 55 years may stay with the Buyer or his spouse or the tenant or the licensee, as the case may be, for short duration of time. Such duration shall be defined from time to time in consultation with the Resort Council. However, unmarried/widowed daughter(s) can stay with the resident on a permanent basis.
- 2.5 The Builder has also developed and/or has been developing other complexes in other portions of the Whole Land and not being the said Land, such as, Comfort Homes and Villas etc.,
- 2.6 The builder has also appointed Ashiana Maintenance Services as the maintenance agency for this resort.
- 2.7 The Buyer has become interested in owning a unit in the Resort and has approached the Builder.
- 2.8 The Buyer has taken inspection of the documents and has otherwise satisfied himself about the right, title and interest of the Builder to plan, construct and sell the aforesaid complex over the said land and is also aware of the fact that the Builder has entered and / or are entering into separate agreements with several other persons and/or parties who are interested in acquiring the proposed flats / duplex villa.
- 2.9 The Buyer has also inspected and/or otherwise satisfied himself about the building plan and is desirous of acquiring a flat along with a parking facility in the said complex more fully described in the **Schedule “B”** hereto upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

3. REPRESENTATIONS OF THE BUYER

- 3.1. The Buyer declares and confirms that he shall strictly observe and abide by the special conditions of the Builder and/or the Resort set out in paragraph 2.4 hereinabove and agrees and undertakes not to commit any breach thereof.
- 3.2. The Buyer agrees and admits that it shall be lawful for the Builder to debar or prohibit entry of the Buyer or any person claiming through the Buyer into the Resort including the said Unit in case the Buyer or any person claiming through him does not fulfill the special conditions mentioned in paragraph 2.4 hereinabove.
- 3.3. The Buyer has inspected the documents and has otherwise satisfied himself about the right, title and interest of the Builder over the said Land and is also aware of the fact that the Builder has entered and is entering into separate agreements with several other persons and/or parties who are interested in acquiring the units in the Resort.
- 3.4. The Buyer has also inspected and/or otherwise satisfied himself about the building plans detailed specifications, pricing, details of the project etc. and is desirous of acquiring a unit along with a parking facility in the Resort more fully described in the **Schedule "B"**.
- 3.5. The Buyer is entering into this agreement after being fully satisfied with the title of the said Land, project details, pricing etc. and full knowledge of the rules, regulations, applicable laws, his rights, duties, obligations etc.
- 3.6. The Buyer hereby declares that not more than one unit in this project Ashiana Utsav, Phase I is allotted in his/her name or in the name of his/her spouse, minor children or HUF of which he/she is a member. The Buyer further agrees and undertakes that if at any point of time, it is found that the Buyer has more than one allotment in the Project Ashiana Utsav, Phase I by Ashiana either in his/her name or in the name of his/her spouse, minor children or HUF of which he/she is a member, the Builder shall be entitled to terminate this agreement and in which event all rights, title and interest of the Buyer over the said unit shall stand extinguished and the Buyer shall have no further right, title and interest over the said unit and the Builder shall be entitled to transfer the said unit to any other person at the risk and cost of the buyer. The Builder shall be entitled to a liquidated damages of 10% of the total cost of the unit from the Buyer on the date of termination of this agreement.

4.0 DETAILS OF THE SAID UNIT ITS PRICE AND PAYMENT TERMS

- 4.1 Relying on the declarations and confirmations made by the Buyer set out in Article 3 hereinabove, the Builder agrees to sell and the Buyer agrees to purchase and/or acquire the said Unit more fully described in Schedule B hereunder for a total consideration as mentioned in **Part I of the Schedule "C"** hereunder subject to the Buyer entering into the Maintenance Agreement as stated in paragraph 4.10 hereunder and this agreement shall become effective only upon execution of the Maintenance Agreement by the Buyer.
- 4.2 The said total consideration has been calculated on the basis of super built-up area as detailed in **Part I of the Schedule "C"** hereunder written. In case any difference be found in the area at the time

of taking final measurement after completion of the Building, the difference in consideration amount shall be adjusted accordingly. The certificate of the Architect shall be final and binding upon both the Buyer and Builder.

- 4.3 The said total consideration shall be subject to escalation so as to cover the increase in costs of material and labour during the period of construction. However such escalation shall be subject to the maximum of 10% of the basic cost of the said Unit
- 4.4 The said total consideration shall be paid by the Buyer to the Builder as and in the manner set out in Part -II of the Schedule "C" hereunder written.
- 4.5 In case any sales-tax, purchase-tax, service tax or any other government duty or tax is payable in relation to the said Unit or the said Building or the said Resort, the same shall be on the account of Buyer and/or the Buyers of other Units as the case may be and the Buyer hereby agrees to pay all such taxes and duties. The Buyer further agrees and undertakes to keep the Builder indemnified against any such claim or demand that may be made by the authority/ authorities
- 4.6 The Builder has applied and / or obtained environmental clearance as per the provisions of Environmental Impact Assessment Notification - 2006 and its subsequent amendments for its project. The Buyer further agrees and hereby irrevocably authorises the Builder to take all steps and measures for strict compliance of terms and conditions of approval for environmental clearance for and/or on behalf of the Buyer. The Buyer hereby agrees and undertakes to bear the proportionate cost and / or direct cost of compliance of conditions put forth by the Environment Ministry while granting environment clearance in respect of the project and / or his/her unit.
- 4.7 As part of compliance of conditions of environmental clearance, the Builder has provided / would be provided arrangements for solar provision in the unit. The Buyer hereby agrees and undertakes to install solar panel on the roof of the unit at its own cost.
- 4.8 The Buyer shall make timely payment of all amounts under this agreement whether demanded or not by the Builder. In default of payment of any amount in time, the Buyer shall pay to the Builder interest at the rate of 18 % per annum compounded every month on all the amounts which become due and payable by the Buyer to the Builder under the terms of this agreement. It is specifically agreed that time for payment of the consideration amount by the Buyer to the Builder as set out in part II of the Schedule "C" hereunder written, shall be the essence of this agreement.
- 4.9 On the Buyer not clearing all his dues along with interest @ 18 % per annum within 60 days from the date, the said amount become payable and/or committing default in payment on due date under this agreement twice and/or on the Buyer committing breach of any of the terms and conditions herein-contained, the Builder shall be entitled at its own option to cancel and terminate this agreement in which event all rights, title and interest of the Buyer over the said Unit shall stand extinguished and the Buyer shall have no further right, title and interest over the said Unit and the Builder shall be entitled to transfer the said Unit to any other person at the risk and cost of the Buyer. The Builder apart from interest @ 18 % per annum on all delayed payments, shall also be entitled to a liquidated damages of 10 % of the total cost of Unit from the Buyer on the date of termination of this agreement. The Builder after making such appropriation shall refund the balance amount to the Buyer within 120 days from the date of such termination. It is agreed by and between the parties that

the liquidated damages as the aforesaid 10 % is just, proper and reasonable.

- 4.10 The Builder has nominated and/or appointed Ashiana Maintenance Services as the Maintenance Agency for maintenance of the common areas of the Resort, for providing common and essential services in the Resort and for organizing the activities for the Residents at the Resort and the Buyer agrees and undertakes to enter into and execute a tripartite Maintenance Agreement in the draft format contained in Schedule E hereunder. The Company reserves the right to change, amend, modify, impose additional conditions etc. in the tripartite agreement at the time of its final execution.

SCHEDULE FOR COMPLETION OF CONSTRUCTION

- 5.1 The Builder covenants with the Buyer that the construction of the said Unit shall be completed by **within two months from the date of booking** , with a grace period of six months provided however, that the time for completion shall be deemed to have been further extended in the event of non-availability of building materials or delay in receipt of installments of the consideration amount from the Buyer or Buyers of other Units and/or delay due to any reasons beyond the control of the Builder, delay in Govt. approvals etc. and other “Force-Majeure” circumstances.
- 5.2 Further, the Buyer agrees that construction of place of worship for any community shall not be a part of the Project.
- 5.3 Save as provided herein, if the Builder is not able to give possession of the said Unit to the Buyer on the above account or on account of any reasonable cause the Buyer shall not be entitled to any damages whatsoever, but he shall be entitled to receive back the entire money paid by him to the Builder towards consideration of the said Unit together with simple interest thereon calculated @ 8 % per annum from the date of such payment or payments until the date of repayment by the Builder. With this payment the Builder will stand discharged from any further obligations under this agreement.

6. SCHEDULE FOR POSSESSION

- 6.1 As soon as the said Unit agreed to be acquired by the Buyer is completed the Builder shall notify the Buyer of the said Unit having been completed.
- 6.2 Within 30 days of the date of notice of completion given to the Buyer by the Builder, the Buyer shall take possession of the said Unit after full payment and/or deposit of all amounts becoming due by the Buyer to the Builder and /or its assignee under this agreement.
- 6.3 The Buyer shall be deemed to have taken possession of the said Unit on the 30th day of the date of the notice as aforesaid (and such 30th day hereinafter called “the deemed date of possession”) irrespective of whether the Buyer takes actual physical possession thereof or not.
- 6.4 After the deemed date of possession of the said Unit, the Builder will hold the said Unit at the risk and responsibility of the Buyer till such time the Buyer takes the possession of the Unit. For this purpose the Buyer shall be liable to pay to the Builder holding charges @ Rs. 1.50 per sq.ft. per month calculated on the basis of the super built up area of the Unit.

- 6.5 If the Buyer fails to make full payment as aforesaid within 180 days of the date of the notice and take the possession of the Unit, the Builder shall be entitled to terminate this agreement unilaterally and sell the said Unit at the entire risk and cost of the Buyer and the Buyer shall be liable to pay full costs, charges and expenses that may be incurred by the Builder in connection with such sale and interest @ 18 % per annum stipulated in clause 4 above, along with liquidated damage @ 10%.
- 6.6 Upon the Buyer paying the entire consideration amounts and deposits etc., under this agreement to the Builder and performing all the terms and conditions and stipulations contained herein to be performed and observed by it, the Buyer shall be entitled to peacefully hold, possess and enjoy the said Unit without any interruption by any person or persons lawfully or equitably claiming for under or in trust for the Builder.
- 6.7 It is agreed that after the date of possession or deemed date of possession whichever be earlier, the Buyer shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

7.0 PAYMENT OF TAXES

- 7.1 The Buyer agrees and undertakes to pay to the Builder or its assignee regularly and punctually whether demanded or not at all times his proportionate share of Municipal tax etc., if any, and any other Tax, Impositions etc. that may be levied by the State/ Local body from time to time. The role of the Builder or its assignee in this context would be only of collection of aforesaid rates & taxes etc. and deposit the same with the concerned authorities.

8.0 REGISTRATION OF THE UNIT

- 8.1. The stamp duty, registration charges and other charges if any, applicable at the time of registration of Agreement or Agreements, Lease/ Sub-lease Deed, conveyance or conveyances, transfer deeds, etc. in respect of the said Unit shall be borne and paid by the Buyer and that the Builder shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Buyer on demand being made by the Builder in this regard. The Buyer shall be solely responsible for registration of his allotted Unit with the concerned Registrar/ Sub-registrar as per prevailing Laws of the concerned State Government.
- 8.2 All costs, charges and expenses [subject to maximum of Rs. 10,000/- (Rs. Ten Thousand only) excluding service tax or other indirect taxes] in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, Lease/ Sub-lease Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Builder for preparation and approval of such documents shall be borne by the Buyer.

9.0 MAINTENANCE OF THE RESORT

- 9.1 The common and essential services and facilities at the Resort shall be maintained in accordance with the Maintenance Agreement which shall form an integral part of this agreement.
- 9.2 The Buyer agrees and undertakes to abide by the terms and conditions of the Maintenance

Agreement and to pay promptly every month all demands, charges, bills etc. as may be raised by the maintenance agency from time to time.

- 9.3 In order to ensure dedicated focus on transparency in accounting and procedures, the total operation and maintenance charges as detailed in the Maintenance Agreement shall be paid monthly based on the charges as determined by the maintenance agency on estimated basis and adjusted yearly at the end of the financial year based on the actual audited expenditure. However, till the maintenance activity stabilizes, (approx. one year) the charges will be on estimated basis only.
- 9.4 The Buyer agrees to create a capital fund with the Builder or its assignee along with other Buyers of the Resort and contribution shall be made in proportion to the super built up area of his Unit to cover the major capital repairs, replacements, up gradation or additions along with periodical outside painting of the Resort. The Buyer agrees and understands that the painting of outside portion and common areas of the Resort shall be done at least once in every seven years.
- 9.5 Maintenance charges of the Resort shall include the proportionate cost of the Common Shared Services in the proportion to which the super built up area of the Resort shall bear to the total Super Built up area of the Entire Complex.
- 9.6 The Builder reserves the right to operate the facilities and amenities in general and to operate dining hall and kiosk in particular either at its own or through its nominee or through its maintenance agency of the project. The ownership rights on such areas shall remain with the Builder and the Buyer shall have no objection on it.

10. MANAGEMENT FEE

- 10.1. The maintenance charges referred to in article 9 hereinabove doesn't include any managerial charges and accordingly, the buyer agrees to pay, at the time of possession, a reducible interest free management deposit to the builder or its assignee at the rate **Rs. 50/- (Rupees Fifty only)** per sq.ft. of the super built up area of the unit as specified in Part - I of the Schedule -C. This deposit shall be valid for **ten years** from the date of possession of the unit.
- 10.2. It is expressly agreed and understood that the deposit made by the Buyer on account of management fee is limited to the Buyer or his heirs on succession and the benefit of such deposit shall not be available to any voluntary transferee or assignee of the Buyer and upon such voluntary transfer being made such transferee and/or assignee shall be required to make fresh deposit on account of management fee at the then prevailing rules and rate and upon such deposit being made by such transferee and/or assignee the Builder shall refund the management fee for unutilised period to the Buyer.
- 10.3. Immediately after expiry of ten years from the date of possession of the Unit the Buyer shall make further deposit on account of management fee in accordance with the then prevailing rules and rates.

11. ASSOCIATION OF ASHIANA UTSAV OWNERS

- 11.1 The Builder shall form an association of the owners of the units in the Resort and the Buyer agrees and undertakes to become a member of such Association and pay all fees/subscriptions/charges thereof.

GENERAL TERMS & CONDITIONS

- 12.1 The Builder shall be entitled to make such changes, additions and/or alterations in the said plans as the exigency of the situation or circumstances shall warrant or require.
- 12.2. The Buyer agrees that the Builder may at his own discretion make alterations/additional constructions any where in the said Resort, at any time, as permitted under the building bylaws and extend the services like water, power, sewage disposal, roads etc. to such construction.
- 12.3 It is known and agreed by the Buyer that the construction in the said land will be taken up in phases and the Buyer shall have no objection to the same. The Buyer is fully aware that during the course of construction there will be some unavoidable inconveniences to the residents who have already moved in to the complex.
- 12.4 After occupation, the Buyer shall not use the said Unit for any purpose other than for which the said Unit is being acquired by him.
- 12.5 The Buyer irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Builder and generally do all and every act that the Builder may call upon the Buyer to do in the interest of the building and/or the complex and the Buyers of other Units in the building and/or the said Resort.
- 12.6 The Buyer shall carry out all internal repairs of his said Unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bylaws of the Municipal Corporation and/or the competent Authority. The Buyer shall also always keep the Builder indemnified from all losses and payments which the Builder may hereto suffer or have to pay on the Buyer's behalf at any time in future.
- 12.7 The Buyer shall keep the lawn area/roof if allotted to him/her in good condition at his/her own cost, otherwise the Builder or its assignee shall have the option to do so at the risk and cost of the Buyer.
- 12.8 For maintenance of individual Unit/ building the Buyer shall allow the employees, nominees or agents of the Builder or Buyer(s) of the other Units of the same building to enter into the premises, terrace or roof of the building at reasonable hours.
- 12.9 The Builder shall have the first charge and lien on the said Unit to be acquired by the Buyer in respect of any amount liable to be paid by the Buyer under the terms and conditions of this agreement and the Buyer shall not sublet, transfer, assigns, sell, part with possession or in any way dispose off the said Unit or his interest therein or there under without prior written consent of the Builder, which normally would be provided in 7 days if there are no dues outstanding against the Buyer.
- 12.10 The Buyer covenants with the Builder and through them with the Buyers of other Units that he shall not ever demolish or cause to be demolished any part of the said building or any part or portion of the other buildings nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said building or in the said complex or any part thereof. The Buyer further covenants that he shall not make any additions or alterations to the said Unit without the previous consent in writing of the Builder and the local authority which controls the development of this Land/ area.

- 12.11 It has been agreed that upon acquisition of the said Unit as detailed in Schedule - B the Buyer shall have ownership rights only over the said Unit and the proportionate indivisible share of the land underneath the plinth of the building in which the Unit is located. It has been made clear and the Buyer agrees that although the common areas and common facilities in the said building(s) and said complex have been taken into account on proportionate basis while arriving at the super built area of the Unit(s), the Buyer shall have only the right to use of these spaces and facilities along with other occupants of the said building(s) subject to the timely payment of the maintenance charges and these spaces and facilities shall continue to be the property of the Builder. The Buyer further agrees that in the event of his failure to pay the maintenance charges on or before the due date, the Buyer shall cease to enjoy the right to use them till such time the outstanding maintenance charges along with interest and fines if any are paid. However the Buyer shall have exclusive rights of use of his parking facility.
- 12.12 Any delay by the Builder in enforcing the terms of this agreement or any forbearance or giving of time by the Builder to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Buyer nor shall the same in any manner prejudice or limit the rights of the Builder.
- 12.13 All letters, receipts and/or notices issued by the Builder and dispatched under certificate of posting or Regd. Post or courier to the above address or such other address as may be intimated by the Buyer shall be sufficient proof of receipt of the same by the Buyer on the 7th day from the date of dispatch.
- 12.14 The Buyer hereby agrees that the Builder shall be entitled to create equitable or any legal mortgage of the land and buildings in the said complex either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said building and/or the said Resort or for facilitating and/or arranging loan for the Buyers of Units in the said complex from any bank or financial institution.
- 12.15 The Builder hereby agrees to return all loans and interest thereon, if obtained by the Builder for itself for the purpose of financing the constructions before the final conveyance of the complex to the Buyers of the Units. It is however, agreed by and between the Buyer and the Builder that the Builder shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for the Buyer and/or the Buyers of the Units as aforesaid and the Buyer and/or the Buyers alone shall be responsible for the timely repayment of the same.
- 12.16 The Buyer hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Builder for assisting the Buyer in obtaining loans from banks or Financial Institutions. The Buyer further agrees and hereby irrevocably authorises the Builder to receive all loan amounts for and/or on behalf of the Buyer and to retain all such loan amounts as and when received towards existing and/or future installments payable by the Buyer as detailed and set out in part II of the Schedule "C" hereunder written.
- 12.17 In case the Buyer has observed and has followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, then in that event the Builder shall cancel this agreement and after deducting 10 % of the total cost of the said Unit, refund the balance amount to the Buyer within 120 days from the date of such cancellation. However, the Buyer shall be entitled to

exercise this option within a period of six months from the date of the Application Form/ Allotment Letter whichever is earlier in respect of the said Unit, where after this clause shall automatically be deemed to have become inoperative and un-enforceable.

- 12.18 In case of NRI/Foreign National Buyers, the observation of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of such Buyer.
- 12.19 The Buyer of the Ground Floor Unit shall have the exclusive right to use the lawn area if allotted, but no construction whatsoever permanent or temporary shall be allowed in this area. Buyer also agrees and is aware that Manhole, Sewerage Line, Utilities may run through such lawn areas and he / she has no objection to the same.

APPLICABILITY OF THIS AGREEMENT ON RESIDENTS/SUBSEQUENT BUYERS

- 13.1 This agreement shall be equally applicable to and enforceable against all persons claiming through the Buyer including occupiers, tenants, licensees, assignees and or subsequent Buyers of the said Unit.

14. RIGHT TO JOIN AS EFFECTED PARTY

- 14.1 The Buyer agrees that the Builder shall have the right to join as an effected party in any suit/complaint filed before any appropriate court by the Buyer if the Builders' rights under this agreement are likely to be effected / prejudiced in any manner. The Buyer agrees to keep the Builder informed at all times in this regard.

15. PLACE OF EXECUTION OF THE AGREEMENT

- 15.1 The execution of this agreement shall be complete only after its execution by the Builder through its authorised signatory at its Head Office at New Delhi or Branch Office at Jaipur. Two copies of this agreement shall be executed and the Builder will retain one copy and the Buyer the other copy for his record and reference. With the execution of this agreement, all other arrangements verbal or written which are in any way contradictory or inconsistent with this agreement shall have no effect.

16. DISPUTES AND THEIR REDRESSAL

- 16.1 Before the delivery of possession and/or the deemed date of possession any dispute between the Builder and the Buyer relating to the interpretation of any of the terms and conditions of this agreement shall be referred to the arbitration of the Architect. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be final and binding upon all.
- 16.2 After the delivery of possession or deemed date of possession in case any dispute arises due to matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Buyer and any employee of the Builder or any other Buyer or Buyers of other Unit or Units, all such matters shall be referred to the Arbitration of such sole arbitrator as may be nominated or appointed by the Builder, in this regard. Such arbitration shall take place in accordance with the provisions of the Arbitration and conciliation Act, 1996, or any modifications

thereof and shall be final and binding upon all. The arbitrator shall have summary powers and it shall not be necessary for any party to make any formal pleadings. The arbitrator also need not give any reason in support of the award.

17. JURISDICTION OF THE COURTS

17.1 The Courts at Jaipur shall have jurisdiction in all the matters relating or arising out of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE AGREEMENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, EXECUTED & DELIVERED

1. BUILDER: M/s. ASHIANA MANGLAM DEVELOPERS

2. BUYER(S): Mukesh Kumar Gupta

Name, address and signature of witnesses

(I)

(II)

SCHEDULE “A” ABOVE REFERRED TO (THE WHOLE LAND)

All that piece and parcel of land measuring 71394.30 Sq. Mtr. approximately, situated at Kalwar Road, Gram Machwa, Tehsil & District Jaipur and bounded as follows

North - Kalwar Road
South - Other’s Land
East - Village Road
West - Others Land

SCHEDULE “A-1” ABOVE REFERRED TO (THE SAID LAND)

All that piece and parcel of whole land as specified in Schedule-A and measuring 39700.14 square meters approximately, herein above and bounded as follows :-

North - Kalwar Road
South - Other’s Land
East - Village Land
West - Own Land

SCHEDULE “B” ABOVE REFERRED TO (THE SAID UNIT)

All that **Flat** bearing No.: _____ on _____ **Floor** in **Phase** _____ which shall comprise of the following:

- (a) Carpet area comprised within the said unit. However, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it and similarly the floor of the said unit shall be used both as the floor of the said unit as well as the roof of the unit or units below it and the roof and the floor of the said unit shall jointly belong to the Buyer and the Buyers of the other units directly above and under the said unit.
- (b) The walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other unit or units on the same floor shall belong to the Buyer and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the Buyer and Buyer or Buyers of other such unit or units.
- (c) The proportionate indivisible share in the land covering the plinth of the building shall jointly belong to the Buyer and the Buyers of other units in the said building.
- (d) The Buyer shall be entitled, without any ownership rights, to the exclusive use of Parking facility identified as P.S. No. _____ (to be allotted) for parking of car/scooter;

PART - I OF THE SCHEDULE “C” ABOVE REFERRED TO

Total consideration for transfer of the said unit having, super built up area approx. _____ sq. ft.

(_____ sq. mt. approx.) and built up area approx. _____ **Sq. ft.** (_____sq. mtr. approx.) shall be **Rs.** _____/- (**Rupees** _____ **Only**).

Built up area shall mean inner measurement of the residential unit at the floor level including the projections and balconies as increased by the thickness of the wall (100% area under the walls which is not common with other units and 50% of the area under the walls which is common with other unit or units).

Super built up area is equal to built up area as increased by the proportionate share in the common space like stair case on all floors, common passage on each floor, society office/s, guard room/s, mummy, generator room/s, common toilet/s, electrical common meter room/s, lift machine room/s, common passage on each floor and lobby on the ground floor etc., as well as pump room/s, water tower/s, transformers and electrical sub.-station room/s, mandir area, STP area, activity centre (excluding areas under dining hall, kitchen, pantry, assisted living centre, medical centre, staff accomodations and kiosk), community hall/s etc., inside/outside the said building.

The final built-up area of the unit may vary maximum upto $\pm 5\%$ of the area quoted above and the consideration will be adjusted accordingly.

| <u>PARTICULARS</u> | <u>AMOUNT (in Rs.)</u> |
|----------------------------|------------------------|
| Cost of Flat | |
| Less Discount | |
| Less Down Payment Discount | |
| Total | |

Down payment discount of Rs. 133,276.00 will be allowed if the balance amount is received as per payment terms mentioned in **Payment Schedule**, otherwise the Total Amount of the flat i.e. Rs.2,016,785.00 shall be paid by the buyer(s) to the Builder.

SCHEDULE "D" ABOVE REFERRED TO
SPECIFICATIONS

| | | |
|-------------------------------|---------------------|---|
| STRUCTURE | | Earthquake resistant as per the design of Structural Consultant |
| WALL FINISHES | Internal | All internal walls will be plastered and then finished with acrylic emulsion paint. |
| | External | Exquisitely designed classical exteriors finished in Terracotta/ Santaxmat. |
| FLOORING | Drawing/Dinning | Ceramic Tiles |
| | Bedrooms/ Balconies | Ceramic Tiles |
| TOILETS | Walls | Ceramic tiles up to a height of 7 feet. |
| | Floorings | Matt finished (non-skid) Ceramic tiles |
| | Fittings | A Wash Basin with counter top or counter style wash basin in all toilets, Mirror, towel rail, hot & cold water supply system with CP fittings of standard make. Grab rails in master toilet. Sanitary ware All EWC. Vitreous white ceramic sanitary ware of standard make cistern will be of PVC. |
| KITCHEN | Flooring | Matt finished (non-skid) ceramic tiles. |
| | Platform | Working platform in black granite with stainless steel kitchen sink with provision of hot and cold water. |
| | Walls | 2 (two) ft. ceramic tiles dado above working platform with point of aqua guard. |
| | windows | UPVC / anodized aluminum windows with steel guard bar and 4 mm thick float glass. |
| | Door Frames | Folded steel section. |
| DOORS | Main Door | 35 mm thick skin door polished / painted with 2 coats of synthetic enamel paint & magic eye. |
| | Other door | 30 mm thick skin door polished / painted with 2 coats of synthetic enamel paint. |
| | Fittings | modular electrical switches and sockets with night lamp in master bedroom |
| | Wiring | All electrical wiring in concealed conduits with copper wires. convenient provision and distribution of light and power plugs. |
| WATER SUPPLY | | Through deep tube wells and a suitably located elevated water reservoir. |
| GENERATOR | | Suitable capacity to provide 750 watts emergency supply to each unit. Power back-up in common area lighting, water pumps, lifts, STP# etc. |
| TELEPHONE / T.V. POINT | | Provision in drawing /dinning and master bed room. |
| LIFTS | | A passenger lift in each block of G+4 stories with generator back up. . |
| SPECIAL FEATURES | | Washing machine point with water inlet and outlet at a convenient location. |

Provision for Piped Gas* & DTH

NOTES: All the building plans, layouts, specifications etc. are tentative and subject to variations and modifications as decided by the Company/Architect. Accessories shown in the layout plans such as furniture, electrical appliances, cabinets etc. are indicative and not a part of the sale offering.

* At extra cost.