



Affidavit

I, Gopal Choudhary Son of Shri Balu Ram Choudhary aged 41 R/o A-119-122, Ganga Sagar-B, Vaishali Nagar, Jaipur-302021 duly authorized by the promoter M/s **Balaji Construction** do hereby solemnly declare, undertake and state as under: **M/s Balaji Construction**

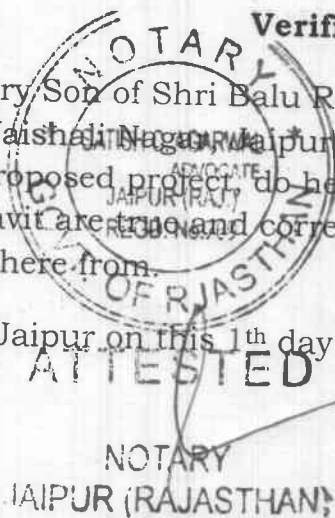
1. That we have applied for registration of our project "**Balji Urban Park**" Situated at Khasra no. 298/1, 413/300, 414/300, 416/299 (A), Village Ramsinghpura Urf Dholai, Sanganer, Jaipur, State - Rajasthan - 302020 under the provisions of the Real Estate Regulation and Development Act, 2016 read with 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.
4. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rules, 2017, in that case, Provision of act & Rules shall Prevail.

M/s Balaji Construction
Partner
Deponent

Verification

I, Gopal Choudhary Son of Shri Balu Ram Choudhary aged 41 R/o A-119-122, Ganga Sagar-B, Vaishali Nagar, Jaipur-302021 duly authorized by the promoter of the proposed project, do hereby that the contents in para No.1 to 4 of my above Affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this 1st day of February, 2022.



M/s Balaji Construction
Partner
Deponent

4 FEB 2022

FORM-G

[see rule 9]

Agreement for Sale

Affix Color
photograph of
Allottee/ First
Allottee with
signature across
the photograph



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

By and Between

Balaji Construction, a Partnership firm, having its office at Plot no. 10, Shop no. 1, Acharya Vinoba bhawe nagar, Vaishali nagar, Jaipur, Rajasthan-302021, having its PAN is AAXFB2943E represented through its partner Mr. Gopal Choudhary Son of Shri Balu Ram Choudhary (Aadhar No. XXXXXXXX5131) hereinafter referred to as the "Promoter" (Which expression shall , unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART

AND

[if the allottee is an individual]

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

OR

M/s Balaji Construction
[Signature]
Partner

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office atand its PAN is..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

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

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

M/s Balaji Construction

Partner

INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Unit /Unit. It shall include area encompassed within the walls of Unit /Unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - (d) "Para" means a Para of this Agreement; "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (e) "Regulation" means the Regulation made under the Act;
 - (f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (g) "Schedule" means the Schedule attached to this Agreement; and
 - (h) "Section" means the section of the Act.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

Whereas the Promoter Declares that, If Any clause or portion of the agreement to sale (ATS) is declared to be in violation of the Real estate and Regulation and Development act 2016 or Rajasthan Real estate (Regulation and Development) Rules, 2017, the said clause or portion of agreement for sale shall be deemed to be non-existence and in such case clause of model form G shall be applicable

- A. The Promoter is in lawful possession of the land situated at Khasra no. 298/1, 413/300, 414/300, 416/299 (A), Village Ramsinghpura Urf Dholai, Sanganer, Jaipur, State - Rajasthan - 302020 with a total area admeasuring of 1253 square meter (hereinafter referred to as 'Project Land' and more fully described in the Schedule-I)

M/s Balaji Construction

Partner