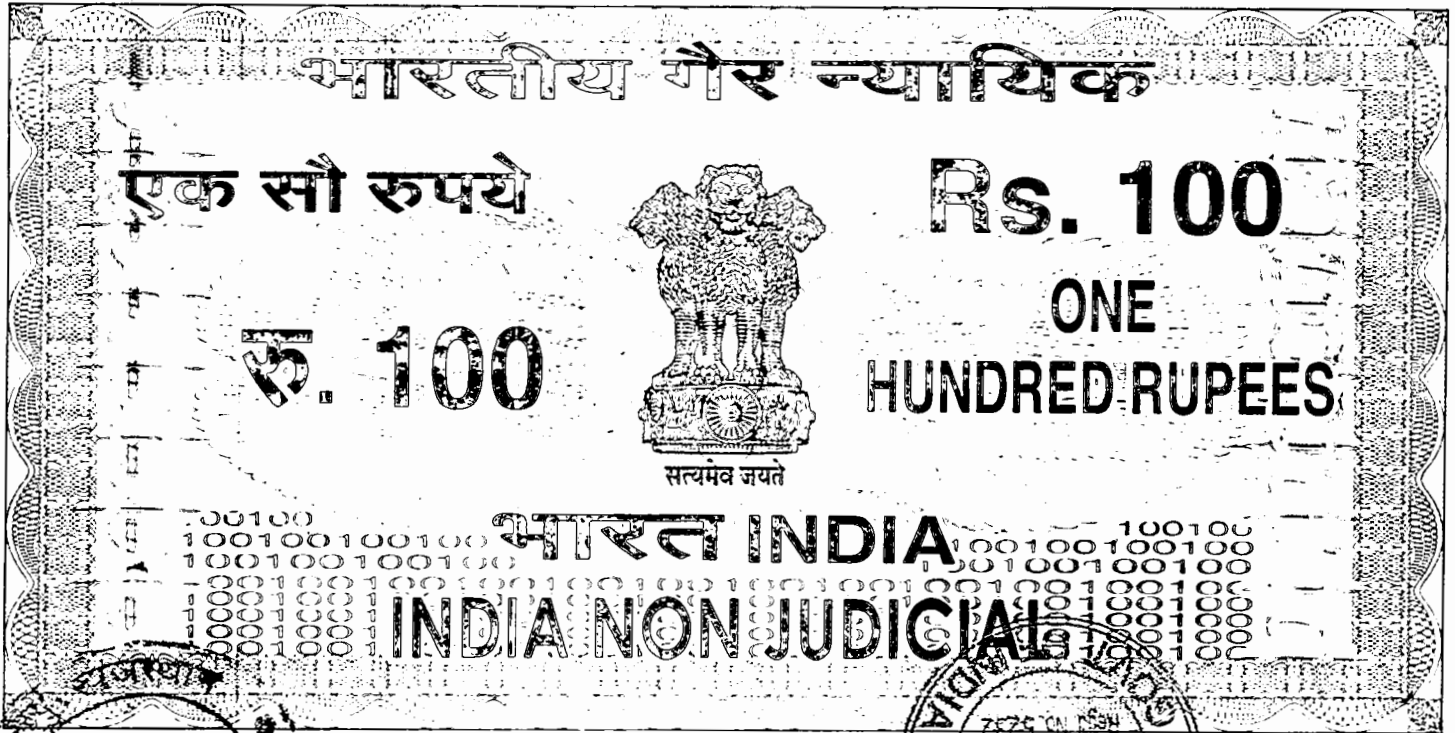


OLD

AGREEMENT TO SALE



राजस्थान RAJASTHAN

AFFIDAVIT

I Vipul Agarwal S/o Shri Ram Chandra Agarwal aged about 32 years having principal place of business at 21-A Vishveshvariya Nagar, Gopal Pura Bye Pass Jaipur (Rajasthan), 302018, authorized representative of M/s Triveni Kripa Enterprises LLP promoter of the On-Going project "Golden Leaf", authorized by promoter of the project, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our Project "Golden Leaf" Situated at Khasra No. 463 Gram Rampura Rupa, Tonk Road, Jaipur, 302015, under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the 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 in 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 there under.

For Triveni Kripa Enterprises Limited
Deponent
Deponent's Partner

VERIFICATION

I Vipul Agarwal S/o Shri Ram Chandra Agarwal aged about 32 years having principal place of business at 21-A Vishveshvariya Nagar, Gopal Pura Bye Pass, Jaipur (Rajasthan), 302018, authorized representative of M/s Triveni Kripa Enterprises LLP do hereby verify that the contents in paragraph No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on 28 August, 2017.

Deponent

ATTESTED

28 AUG 2017

25 AUG 2017

8679

क्रमांक विक्रय का दिनांक

मुद्रांक का मूल्य 12

क्रेता का नाम

पिता का नाम

निवास स्थान

मुद्रांक, खरीदने का आशय तथा सम्बन्धित

ये का मूल्यांकन

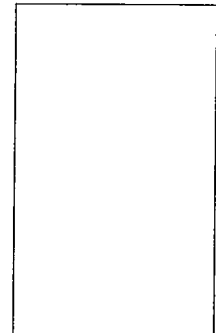
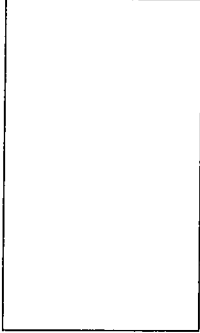
श्याम सुन्दर गुप्ता

ला. स्टाम्प विक्रेता ला-6/98

8-15, I.D.A. स्टाम्प जयपुर

ला. स्टाम्प विक्रेता

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-अ) 10% रुपये 1.2	
2. गाय और उसकी भाला में प्रत्यक्ष और संतर्पण हेतु (धारा 3-अ) 10% रुपये 1.2	
कुल राशि 2.4	



Agreement for Sale

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

By and Between

1. PARTIES TO THE AGREEMENT

PROMOTER: M/s Triveni Kripa Enterprises LLP, a LLP having its office at Triveni Chamber, 21-A, Vishvesariya Nagar, Gopal Pura Bye Pass, Jaipur (PAN: AAJFT5371L) through its Authorized Representative Mr. Vipul Agarwal (Aadhaar No. 461006423297) duly authorized *vide* Authority Letter dated _____ passed and signed by all the partners constituting the firm, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executer(s) & permitted assignee(s) including those of the respective partners.

Hereinafter referred to as the **Promoter** being the party of the **ONE PART**

AND

Mr./Mrs./Ms./ _____, Son/Wife/Daughter of Mr. _____, R/o _____ (Aadhaar No. _____) (PAN _____) jointly with Mr./Mrs./Ms./ _____, Son/Wife/Daughter of Mr. _____, R/o _____ (Aadhaar No. _____) (PAN _____); hereinafter singly/jointly referred to as the Allottee(s), which shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executer(s) & permitted assignee(s) of the **OTHER PART**.

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

INTERPRETATIONS/DEFINITIONS:

1. In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
 - b) "**Rules**" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - c) "**Allottee(s)**" means and includes;
 - i. If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - ii. If the Allottee(s) is a Hindu Undivided Family then its karta and each of the member constituting HUF, their Heirs, successors, executor, administrator, and permitted assignee;
 - iii. In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s) including those of the respective partners; and
 - iv. In case the Allottee(s) is a body corporate, then its legal successor(s), executor(s), administrator(s), and permitted assignee(s).
 - d) "**Apartment**" shall mean a space in the Said Project intended and/or capable of being independently and exclusively occupied, having an entry & exit or common entry & exit and includes a flat, shop, office, showroom, kiosk, commercial space and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project;
 - e) "**Applicable Laws**" shall mean all Act, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including Jaipur Development Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Jaipur Building Bye Laws, Real Estate (Regulation and 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 notification, 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 Said Project;
 - f) "**Architect**" shall mean _____ and / or such other person(s) and / or firm(s) and / or company(s) whom the Promoter may appoint from time to time as the architect of the Said Project;
 - g) "**Building**" shall mean the Building No. / Tower No. _____ in the Said Project where the Allottee(s) has been allotted "Apartment";
 - h) "**Building Plans**" shall mean the plans and design of the building(s) constructed or to be constructed on the Scheduled Land (as defined hereinbelow) which has been duly approved by the local authority in full including any variations therein may subsequently be made by the Promoter and / or Architect(s) in accordance with Applicable Laws;

- i) **"Built-up area"** means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, 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;
- j) **"Carpet Area"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, area 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 **"exclusively 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);
- k) **"Common areas and facilities to the Said Project"** shall mean such common areas, facilities, equipments and spaces which are to be developed in the Said Project meant for common use of and enjoyment of all the occupants of the Said Project (as defined hereinbelow) and more particularly detailed in the **Schedule – D** attached hereto;
- l) **"Delay payment charges"** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges, etc. at the rate of 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;
- m) **"Earnest Amount"** shall mean 10% of the Total Price of the Apartment;
- n) **"He or His"** shall also mean either she or her in case the Allottee(s) is a female or it or its in case the Allottee(s) is a partnership firm or a body corporate;
- o) **"Interest Rate"** 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;
- p) **"Limited common areas and facilities of the Said Project"** shall mean those common area and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments;
- q) **"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;
- r) **"Para"** means a Para of this Agreement;
- s) **"Regulation"** means the Regulation made under the Act;
- t) **"Schedule"** means the Schedule attached to this Agreement;
- u) **"Section"** means the section of the Act;

- v) **"Scheduled Land"** means land area of 2563.30 Sq. Meters. Situated at Khasra no. 463, Gram Rampurarupa, Tonk Road, Jaipur - 302015 on which the Said Project named **"Golden Leaf"**, is being developed and is demarcated and shown in **Schedule-A**;
 - w) **"Super Buildup Area"** means the area at which Apartment were booked / sold / allotted before coming into force of the Act and more particularly described in **Schedule – B** annexed hereto; and
 - x) **"Said Project"** shall mean the project comprising of building(s), flats, shop, office, showroom, kiosk, commercial space and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping, parking facility, club house, other amenities and facilities etc. constructed / to be constructed upon the Scheduled Land and named as **"Golden Leaf"**.
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, **M/s Triveni Kripa Enterprises LLP**, is in lawful possession of the land admeasuring 2563.30 Sq. Mtrs. situated in Khasra no. 463, Gram Rampurarupa, Tonk Road, Jaipur - 302015 (hereinafter referred to as **"Scheduled Land"** and more fully described in the **Schedule-A**). Jaipur Development Authority issued a Lease Deed (Patta) bearing no. 350 dated 23-12-2016, for the said land situated at Khasra no. 463, Gram Rampurarupa, Tonk Road, Jaipur – 302015 in favour of **M/s Triveni Kripa Enterprises LLP**. The said Lease Deed was duly registered with the office of Sub-Registrar, Jaipur – 1, in Book No.1 Volume No. 989 at Page No. 178 bearing Serial No. 201703015100747 and an additional copy of the same was also pasted in its additional Book No.1 Volume No. 3953 at Page No. 172 to 182 on dated 20-02-2017 .
- B. The Promoter being the owner and in possession of the Scheduled Land framed a scheme for developing a project to be known as **"Golden Leaf"** on the Scheduled Land.
- C. The Promoter planned and is in process of constructing and developing Said Project upon the Scheduled Land with necessary permissions / approvals from concerned competent authorities. The location of the Said Project is fully described in **Schedule – A**.
- D. The Scheduled Land / Said Project is free from all encumbrances.
- E. The Said Project has been registered with the Rajasthan Real Estate Regulatory Authority ("Authority") on dated _____ 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 the Said Project are also available on the website (www.rera-rajasthan.in) of the Authority.

F. The following approvals and sanctions have been obtained in respect of the Said Project:-

- a. The Site Layout Plan of the Said Project has been approved by the Jaipur Development Authority. A copy of the Site Layout Plan is enclosed herewith and marked as Annexure – I.
- b. Approval of the Said Project and permission of building construction upto 15 meters height (2 Basements + 5 Floors) under the relevant legal provisions has been accorded vide Letter No. J.D.A./SS/BPC(BP)/2016/D-783 dated 01-04-2016 by the Jaipur Development Authority.
- c. The Jaipur Development Authority, has granted commencement certificate to develop the Said Project vide its approval No. J.D.A./SS/BPC(BP)/2016/D-783 dated 01-04-2016.
- d. NOC from The Airport Authority of India for height clearance of the Said Project is obtained vide approval no. AAI/RHQ/NR/ATM/NOC/2017/193/1032-35 dated 22-06-2017.

G. The Promoter has conceived and planned various common areas, amenities and facilities in the Said Project as detailed in **Schedule – D**.

The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.

H. The details of the number, type and Carpet Area of the Apartments for sale in the Said Project as required under Section 4(2)(h) of the Act are as under:-

Type of Apartments	Total No. of Apartments in Building	Carpet Area of each Apartment (Sq. Mts.)	Balcony area in each Apartment (Sq. Mts.)	Built up Area of each Apartment (Sq. Mts.)	Super Built up Area of each Apartment (Sq. Mts.)

- I. The Promoter has conceived a detailed plan of development works to be executed in the Said Project. Details of the plan of development works to be undertaken in the Said Project and the proposed facilities to be provided including fire fighting facilities, water facilities, emergency evacuation services, etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule – E**.
- J. The details of specifications of material used/to be used in construction of the Said Project have been provided in **Schedule – F** attached hereto.
- K. The stage wise time schedule for completion of Said Project, including the provision of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal / external development works been specifically provided in **Schedule – G** attached hereto.
- L. The Promoter has opened a separate account in Branch _____ of _____ Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.

- M. The Allottee(s), being aware of the Said Project and details given above as well as in the brochure made available by the Promoter and / or on visiting the sample / model / show home of Apartment, has applied for allotment and to purchase an Unit in the Said Project and deposited advance amount and agreed to make timely and complete payments of the remaining sale price as well as dues under this Agreement as per terms and conditions of this Agreement as more fully described in **Part II of Schedule – C**. There are different kinds of apartments conceptualized in the Said Project which may not be the same as sample / model / show home. The Promoter has already clarified that sample / model / show home are for representational purposes only and are created to give a look and feel of an apartment in the Said Project.
- N. On application, as aforesaid, the Allottee(s) has been allotted an Apartment located in the Said Project and pro rata share in the Common areas and Facilities to the Said Project are more particularly described in **Schedule – B** attached herewith and hereinafter referred to as the “Unit”
- O. The Floor Plan of the Unit (as described in **Schedule – B**) and Building in the Said Project is given in **Annexure – III**.
- P. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the Scheduled Land on which the Said Project is being developed have been completed.
- Q. 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 Said Project.
- R. 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.
- S. 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(s) hereby agrees to purchase the Unit.

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

1. TERMS:

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the **Schedule – B** hereunder.
- 1.2. The Total Price for the Unit is more particularly described in **Part I of the Schedule – C** hereunder.

... Enterprises Ltd.
Liability Partner
Dafanool
Designated Partner

- 1.3. The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Part 1 of Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- 1.4. In addition to the Total Price, Allottee(s) shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, Service Tax/GST and cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee(s) shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, 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). Maintenance deposit and Upfront Maintenance charges shall be transferred to the Maintenance Society or its nominee at the time of conveyance of Common areas and facilities to the Said Project to the Maintenance Society. Details of the Total Price as above payable by the Allottee(s) to the Promoter have been particularly described in Part-I of Schedule C.
- Provided that in case there is any change/modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced 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 Said Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.5. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in Part I of Schedule C to be paid in the manner provided in **Part II of Schedule C** hereunder 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 change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6. The Total Price of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, Lift, water line and plumbing, fire-fighting equipment in the common areas etc. and includes cost for providing all other facilities amenities and specification to be provided within the Unit and the Said Project. However, the Allottee(s) is aware that in addition to the Total Price the Allottee(s) shall have to contribute an amount towards water infrastructure fund.
- 1.7. The Total Price is escalation free, save and except increases which the Allottee(s) hereby 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 schedules date of completion of the Said Project as per registration with the Authority,

which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.8. The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.9. The Promoter represents to the Allottee(s) that the Allottee(s) shall be required to contribute amount of Rs. _____ (Rupees _____ Only) towards creation of water infrastructure fund. Any increase or decrease in the demand raised by Government shall be collected/refunded to/from the Allottee(s) proportionately.
- 1.10. The Promoter has already received an advance/booking amount from the Allottee(s) as mentioned in Part II of Schedule C and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in part II Schedule C attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay Delay Payment Charges. The Allottee(s) is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.

- 1.11. The Promoter shall not make any addition and alterations in the Building Plans, Site Layout Plan and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule F** in respect of the Unit or the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further 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.

- 1.12. The Promoter shall confirm to the final Carpet Area and balcony area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area and balcony area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area and balcony area in total 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 and Balcony Area in total, which is not more than three percent of the Carpet Area and Balcony Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) along with the next milestone of the payment plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of Carpet Area and balcony area, further Carpet Area shall be measured from brick to brick and balcony dimension shall be upto the outer edge of the balcony slab.

- 1.13. Subject to Clause 9.3 the Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
- 1.13.1. The Allottee(s) shall have exclusive ownership of the Unit.
- 1.13.2. The Allottee(s) shall also have undivided proportionate ownership and share in the Common areas and facilities to the Said Project, Since the share/interest of Allottee(s) in the Common areas and facilities to the Said Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common areas and facilities to the Said Project, 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 to the Said Project to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act.
- 1.13.3. 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, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project as detailed in Part-I of Schedule C, the Allottee(s) is aware that the amount towards water infrastructure fund shall be payable in addition to the Total Price.
- 1.13.4. To assess the extent of development of the Said Project and his Unit, the Allottee(s) may visit the Said Project. However, the Promoter discourages such kind of visits by the Allottee(s) and his family members due to the risk at construction site. If the Allottee(s) decides to visit site he shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to /with Allottee(s) and his accompanying person(s) while visiting the site. Further, the Promoter strictly prohibits the visit of child/children at construction site.
- 1.14. The Allottee(s) understands that the Said Project comprises of open and covered parking spaces spread across the Said Project for day to day comfort of all occupants. The Promoter may earmark parking space for the exclusive use of each unit.
- 1.15. The Allottee(s) agrees and understands that except the Unit as described in Schedule B attached hereto the Allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted saleable spaces in the Said Project, such unallotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with in accordance with applicable laws.
- 1.16. The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Said Project and the Allottee(s) and the Maintenance Society shall not have or shall not obstruct on exploitation of this right by the Promoter.

For Jyoti Kripa Enterprises
Liability
Sahawad
Designated Person

- 1.17. The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay Payment Charges as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).
- 1.18. Lawn area, parking, storages or any other area exclusively earmarked for a particular apartment(s) by the Promoter shall form part of Limited common areas and facilities of the Said Project for use and enjoyment of owner/occupant of that Apartment to the exclusion of other Allottee(s).
- 1.19. The Allottees(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.
- 1.20. The Promoter agrees to pay all outgoing/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 outgoing/dues. If the Promoter fail to pay all or any of the outgoing/dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agree to be liable even after the transfer of the Unit, to pay such outgoing/dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.21. That the Said Project shall always be known as Golden Leaf and the name of the Said Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the payment plan hereunder through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of _____ payable at Jaipur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act FEMA Reserve Bank of India Act, 1934 RBI Act and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matter specified in clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the

Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/APPROPRIATION OF PAYMENTS:

- 4.1. The Allottee(s) hereby authorizes the Promoter to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1. The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common areas and facilities to the Said Project to the Maintenance Society.

6. CONSTRUCTION OF THE SAID PROJECT:

- 6.1 The Allottee(s) has seen the proposed Layout Plan, specifications, amenities and facilities of the Unit 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 Said 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 the procedure agreed under clause 1.11 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF SAID APARTMENT:

- 7.1. Schedule for possession of the Unit - The Promoter agree and understand that timely delivery of possession of the Unit to the Allottee(s) and the Common areas and facilities to the Said Project to the Maintenance Society, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common areas and facilities to the Said Project in place on or before _____ including a grace period of six months, 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 Said Project "Force Majeure" if any. However, the completion of Said 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 of a nature which makes it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said 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 Delay Payment

Charges 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 shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. Procedure for taking possession- The Promoter, upon obtaining the Completion Certificate from the competent authority shall vide offer letter ("Offer Letter") offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 20 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues outstanding, interest, if any, maintenance security, etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges if any, the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Jaipur. After the expiry of Three (3) full calendar months from the date of issue of Completion Certificate i.e. Deemed Date of Possession, the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Maintenance Society, as the case may be. The Promoter shall handover the copy of Completion Certificate of the Apartment, to the Allottee(s) at the time of conveyance of the same. The Promoter agree and undertake to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carryout out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/ delay on the part of 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. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc, or any accident caused due to any of machineries installed like electrical equipment, and transformer etc.

Possession of the Allottee(s) - After obtaining the Completion Certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society within thirty days after obtaining the Completion Certificate.

- 7.3. Cancellation by Allottee(s) - The Allottee(s) shall have the right to cancel /withdraw his allotment in the Said Project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, all taxes, duties, cess, etc deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer.

Cancellation by Allottee(s) after Completion Certificate - Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of Completion Certificate of the Said Project the Promoter shall be entitled to forfeit twice the Earnest

Amount, all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer.

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 Said 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 fail 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 7.1 above or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act or for any other reason the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest calculated at Interest Rate 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 Said Project, the Promoter shall pay the Allottee(s) interest computed at Interest Rate 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 its becoming due.

- 7.4. The Allottee(s) shall be liable to pay from the date of Deemed Date of Possession or date of actual possession, whichever is earlier house tax, property tax, fire fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and as 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 Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge Delay Payment Charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pay the said amounts to the Promoter.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTERS

The Promoter hereby represents and warrants to the Allotment as follows:-

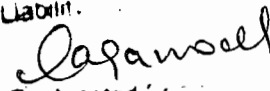
- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Said project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) Except those mentioned in this Agreement, there are no encumbrances upon the Scheduled Land or the Said Project.
- (iv) There are no litigations pending before any court of law with respect to the Schedule Land, Said Project or the Unit.

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Scheduled 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 in compliance with all applicable laws in relation to the Said Project, Unit and Common areas and facilities to the Said Project.
- (vi) The Promoter has the right to enter into this Agreement and have 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 or arrangement with any person or party with respect to the Scheduled Land including the Said Project and the 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 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 and facilities to the Said Project to the Maintenance Society.
- (x) The Scheduled Land 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 Scheduled Land.
- (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 Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Maintenance Society.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in **Clause 7.1** above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, ready to move in possession shall mean that the unit 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 as specified in **Schedule G** 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' business as a Developer on account of suspension or revocation or expiry of his registration under the provision of the Act or the rules or regulations made there under.

For Promoter's Use
 Designated

 Designated

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) 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 Delay Payment Charges 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 Unit, along with interest calculated at Interest Rate with in forty-five (45) 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 calculated at Interest Rate for the period 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.

9.3 The Allottee(s) shall be considered having committed a default, in the occurrence of any one or more of the following events.

- (i) Failure on the part of the Allottee(s) to make payment of any installment as per the payment plan, despite having been issued notice in that regard.
- (ii) Delay/default by Allottee(s) under clause 9.3 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard.
- (iii) After the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges, any other amounts due including Delay Payment Charges if applicable, under this Agreement within the period mentioned in the Offer Letter
- (iv) After the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter.
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Application Laws on the part of the Allottee(s).

9.4 The Promoter's rights/ remedies upon occurrence of any event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;

Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel and allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;

Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per Clause 9.4 (i) and (b) recover maintenance charges from the deemed date of possession; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Unit; (d) taxes mentioned in above Clause(s); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without Delay Payment Charges shall not be deemed to be a waiver by the Promoter of its right of charging such Delay Payment Charges or of the other rights mentioned in this Agreement.

- 9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit;
- (iii) The delay payment charges paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/or 9.4(iii), if applicable.

- 9.6 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.

10. MAINTENANCE OF THE SAID PROJECT:

- 10.1 The Promoter shall handover the Common areas and facilities to the Said Project to the Maintenance Society in accordance with the Applicable Laws.
- 10.2 After the handover of Common areas and facilities to Said Project to Maintenance Society as per the Act, it shall be the responsibility of the Maintenance Society, to run and maintain the Common areas and facilities to the Said Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common areas and facilities to the Said 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 Society, from time to time & regularly.
- 10.3 The Allottee(s) hereby agrees that his/her right to the use of Common areas and facilities to the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Maintenance Society from time to time.

- 10.4 Allottee(s) shall be bound by all terms and conditions of the maintenance agreement and any other agreement entered by the Maintenance Society and any decisions taken by the Maintenance Society as per its Bye-Laws.

11. 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 (5) years by the Allottee(s) from the date of handing over possession or deemed date of possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) 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. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agree to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observation or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 29 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 29 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).
- 12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of the Agreement.
- 12.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this

Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Society shall have right 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 Unit 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.

15. USAGE:

Use of Basement(s) and service areas: The basement and service areas, if any, as located within the Said 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 use by the Maintenance Society for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

Subject to clause 11 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, 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 Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not any way damaged or jeopardized.

The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the Building or anywhere on the exterior of the Said Project, Building therein or common areas.

The Allottee(s) shall 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter / Maintenance Society and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Society, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Society in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project.

The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns/ roof-top/ terrace under his use.

It is in the interest of the Allottee(s), to help the Maintenance Society in effectively keeping the Unit and/or the Said Project secured in all ways. For the purpose of security, the Maintenance Society would be free to restrict and regulate the entry of visitors into the Building/ Said Project.

The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral purpose.

Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.

Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/ Said Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Building/ Said Project and/or the Unit.

Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

The Allottee(s) 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(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Interior Works in the Unit: That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/ Maintenance Society and the Promoter/ Maintenance Society may permit the same subject to appropriate conditions.

After handing over of the Said Project, it shall be the responsibility of the Maintenance Society for obtaining/ renewal of insurance for the Said Project and pay insurance premiums.

17. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PARTIES:

- 17.1 The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulation, notifications applicable to the Said Project.
- 17.2 Maintenance Society shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, renewal/ replacement of transformer and/ or other statutory renewals which are required to be obtained for the Said Project in future after conveyance of common areas in favour of Maintenance Society. The Allottee(s) and allottees of other units and/or Maintenance Society without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time

and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

18. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/ bank by way of mortgage/change securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of conveyance deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

20. BINDING EFFECT:

Forwarding the 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 Jaipur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/ or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee(s) shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

21. ENTIRE AGREEMENT:

This agreement, along with its schedules, annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Unit.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) /SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Said Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purpose.

24. BROKERAGE:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at their sole option and discretion, without prejudice to their rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in **Part II of Schedule C** of this Agreement including waving the payment of Delay Payment Charges for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be a precedent and/ or binding on the Promoter to exercise such discretion in the case of other allottees.

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 of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

26. 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 conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of executions of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERED 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 Said Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the Apartments in the Said Project.

28. FURTHER ASSURANCES:

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and 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 transition.

29. PLACE OF EXECUTION:

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

30. NOTICES :

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post of speed A.D. post to the party at their respective addresses specified below:

M/s	Allottee(s)

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/speed 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.

31. JOINT ALLOTTEES:

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 which shall for all intents and purposes to consider as properly served on all the Allottee(s).

32. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Apartment prior to execution and registration of this Agreement for Apartment shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

33. 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 laws of India for the time being in force.

34. DISPUTES:

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity thereof and the respective right 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.

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

Signed and delivered by the within named Allottee(s) in the presence of Witnesses at.....
on _____

PROMOTER
For and on behalf of M/s.
Name
Signature
Designation

WITNESSES
1. Signature
Name
Address
2. Signature
Name
Address

SCHEDULE-B
(Description of the Unit)

A Unit No.
 B Floor
 C Type
 D Carpet Area _____ Sq. mtr.(_____ Sq. Ft.____)
 E Exclusive Balconies
 1. Balcony one _____ Sq. mtr.(_____ Sq. Ft.____)
 2. Balcony two _____ Sq. mtr.(_____ Sq. Ft.____)
 F Built-up Area _____
 G Super Area _____

Note-

1. The Buyer shall be entitled, to the exclusive use of parking for parking of car. However, exact parking no. will be allotted at the time of possession of the Unit.
2. Before applicability of the Real Estate Regulation Act, Immovable Properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Area and the units being sold on Carpet Area basis. Therefore for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Super Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah and is not dependent on Super Area of the Unit.

SCHEDULE-C
PART-I
(Total Price of the Unit)

The total price of the Unit is Rs. (Rs. only) is as follows:-

Price of the Unit	Rs.
Less Discount	Rs.
Total Price	Rs.

SCHEDULE-C
PART-II
(Payment Schedule)

SCHEDULE-D

(Details of common areas, facilities and amenities of the Said Project)

SCHEDULE-E

(Detailed Plan of development Works to be undertaken)

SCHEDULE-F

Specification

SCHEDULE-G

Stage Wise Time Schedule of Complete of Said Project

Annexure-I

Sit Layout Plan

Annexure-II

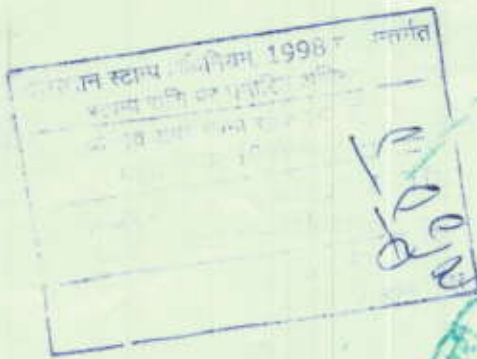
Building Plan Letter

Annexure-III

Floor Plan

REVISED

AGREEMENT TO SALE



AFFIDAVIT

I **Vipul Agarwal** S/o Shri Ram Chandra Agarwal aged about 33 years residing at 21-A Vishvesharia Nagar, Gopal Pura Bye Pass Jaipur (Rajasthan), 302018, authorized representative of **M/s Triveni Kripa Enterprises LLP** promoter of the On-Going project "**Golden Leaf**", authorized by promoter of the project, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our Project "**Golden Leaf**" Situated at **Khasra No. 463 Gram Rampura Rupa, Tonk Road, Jaipur, 302015**, under the provisions of the **Real Estate (Regulation and Development) Act, 2016** read with the **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 in **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 there under.

For **Triveni Kripa Enterprises LLP**

Agarwal
Designated Partner

Deponent

VERIFICATION

I **Vipul Agarwal** S/o Shri Ram Chandra Agarwal aged about 33 years residing at 21-A Vishvesharia Nagar, Gopal Pura Bye Pass, Jaipur (Rajasthan), 302018, Authorized representative of **M/s Triveni Kripa Enterprises LLP** do hereby verify that the contents in paragraph No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on 14 May, 2018.

For **Triveni Kripa Enterprises LLP**

Agarwal
Designated Partner

FORM-G

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at _____ on this _____ day of _____ Two thousand and _____;

BY AND BETWEEN

M/s Triveni Kripa Enterprises LLP (LLPIN: AAC-4301), [*erstwhile known as Triveni Kripa Enterprises Pvt. Ltd.*] a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at Golden Leaf, Khasra no. 463, opp. Pinkcity Honda, Tonk Road, Jaipur-302015, acting through its Authorised Representative _____ duly authorized *vide* Letter of Authority dated _____ passed and signed by all the partners constituting the firm, [hereinafter referred to as the "**Developer**", which expression shall, unless contrary to or repugnant to the context or meaning thereof, be deemed to mean and include its legal successor(s), & permitted assignee(s) including those of respective partners] of the **ONE PART**;

AND

[if the allottee is an individual]

Mr./Mrs./Ms. _____ Aadhar No. _____

Son/Daughter/Wife of Mr. _____

aged about _____ years, R/O _____

Income Tax Permanent Account No. (PAN) _____

JOINTLY WITH

Mr./Mrs./Ms. _____ Aadhar No. _____

Son/Daughter/Wife of Mr. _____

aged about _____ years, R/O _____

Income Tax Permanent Account No. (PAN) _____

For Triveni Kripa Enterprises LLP
Jaganmool
Designated Partner

[Hereinafter jointly and severally referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)] of the **OTHER PART**.

OR

[if the allottee is a partnership firm]

M/s _____, a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal 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 & permitted assignees including those of the respective partners of the **OTHER PART**.

OR

[if the allottee is a company]

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

OR

[if the allottee is HUF]

_____, a Hindu Undivided Family, PAN No. _____, having its place of business/residence at _____ acting

For Triveni Kripa Enterprises LLP

Jaganmol
Designated Partner

through _____ (Aadhar No. _____)
son/daughter/wife of _____, aged about _____ years
for self and as the Karta of the HUF (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**.

(The Developer and the Allottee(s) are hereinafter collectively referred to as the
"Parties" and individually as the "Party").

I. DEFINITIONS AND INTERPRETATIONS

- (a) **Definitions:** Unless otherwise defined in the main body of this Agreement, all terms capitalized herein but not defined herein shall have the meaning ascribed to such terms in **Schedule-C**.
- (b) **Interpretation:** The principles of interpretation set forth in **Schedule-C** shall apply to construction and interpretation of the provisions under this Agreement.

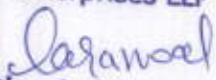
WHEREAS THE DEVELOPER DECLARES THAT:

- A. A single Patta (lease deed for 99 years) dated 23.12.2016, bearing no. 350, was issued by Jaipur Development Authority ("JDA") in the name of the Developer i.e. M/s Triveni Kripa Enterprises LLP, in respect of plot of land admeasuring 2563.30 Sq. Mts., corresponding to Khasra No. 463, situated at revenue village Rampurarupa, Tehsil Tonk Road, Jaipur (more particularly detailed in **Schedule-A** attached hereto and hereinafter referred to as "**Scheduled Land**"), which was duly registered on 20.02.2017 in the office of Sub-Registrar of Registration, Jaipur (I) at Book 1, Vol. No. 989, Page No. 178, Serial No. 201703015100747, and Additional Book No. 1, Vol. No. 3953, Page No. 172 to 182.
- B. Accordingly, the Developer became the absolute owner of the Scheduled Land and has legal title to the Scheduled Land with legally valid documents. Further, the Developer is in the lawful possession of the Scheduled Land.

For Triveni Kripa Enterprises LLP

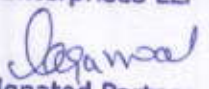
Jaganmoh
Designated Partner

- C. Except for a project loan from State Bank of India sanctioned *vide* sanction letter dated 18.08.2017, the Scheduled Land is free from all encumbrances and is earmarked for the purpose of development of the Project (**as defined in Schedule-B**) to be known as "**Golden Leaf**".
- D. The Developer has planned and is in the process of constructing and developing the Project upon the Scheduled Land after getting necessary permissions/approvals from competent authorities. The location details of the Project being developed upon the Scheduled Land is fully described in **Schedule-A**.
- E. The Project was registered with the Authority on 13.10.2017 and the Project's registration no. is RAJ/P/2017/344. This registration is valid up till 31.12.2021, unless renewed by the Authority. The details of the Developer and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.
- F. The following approvals and sanctions have been obtained in respect of the Project:
- i. Commencement certificate to develop the Project granted by JDA *vide* its letter no. J.D.A/SS/BPC(BP)/2016/D-783 dated 1.04.2016 and revised *vide* letter no. J.D.A/SS/BPC(BP)/2017/D-2369 dated 17.10.2017.
 - ii. The approved layout plan of the Project issued by JDA *vide* letter no J.D.A/SS/BPC(BP)/2017/D-2369 dated 17.10.2017. A copy of the same is enclosed herewith and marked as **Annexure- I**.
 - iii. Approval of specifications of the Project and permission of building construction upto 39.93 meters height (lower basement + upper basement + lower ground + upper ground + 11 floors) under the Applicable Laws has been accorded *vide* revised letter no. J.D.A/SS/BPC(BP)/2017/D-2369 dated 17.10.2017. Initially 15 meters height was approved by the JDA (lower basement + upper basement + lower ground + upper ground + 3 floors) *vide* letter no. J.D.A/SS/BPC(BP)/2016/D-783 dated 1.04.2016.
 - iv. Temporary Fire NOC for the Project is not required.

For Triveni Kripa Enterprises LLP

Designated Partner

- v. The Airport Authority of India has also granted NOC bearing No. AAI/RHQ/NR/ATM/NOC/2017/193/1032-35 dated 22.06.2017 for height clearance for the Project.
 - vi. Environmental clearance is not required for the Project as the total built up area is less than what is required.
 - vii. NOC from Public Health and Engineering Department is not required for the Project.
- G. The Developer agrees and undertakes that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- H. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (c) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-H**.
- I. The details of salient features of the 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- D** attached hereto.
- J. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- M** attached hereto.
- K. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- N** attached hereto.
- L. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- L** attached hereto.

For Triveni Kripa Enterprises LLP


Designated Partner

- M. The Developer has opened a separate account in Church Road, Jaipur branch of State Bank Of India Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- N. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Developer regarding the Scheduled Land on which the Project is being developed have been completed.
- O. The Allottee(s), being aware of the Project and details given above as well as in the advertisement about the Project and/or upon visiting the model of the Apartment, has applied for allotment and purchase of an Apartment in the Project *vide* booking/application form dated _____ ("**Booking Form**"). The Allottee(s) has also deposited a sum of _____ only) (hereinafter referred to as "**Booking Amount**") as a booking amount and agrees to make timely and complete payments of the balance of the Basic Sale Consideration (as defined in clause 1.2 herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- P. The Developer has allotted following Apartment in the Project to the Allottee(s):
- (i) Apartment No. _____;
 - (ii) Type: _____;
 - (iii) Permitted Use: _____;
 - (iv) Floor No. _____;
 - (v) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
 - (vi) Built Up Area _____ sq. ft.
 - (vii) Super Built Up Area _____ sq. ft.

and pro rata share in the Common Areas and Facilities of the Project and the right to use the Limited Common Areas and Facilities of the Residential/ Commercial Complex (the layout plan of the said Apartment is annexed herewith as **Annexure- II** and more particularly described in the **Schedule "E"** attached herewith and hereinafter referred to as the "**Unit**").

- Q. The details of floor plan of the Unit and the Residential Complex in the Project is given in **Schedule- F**.

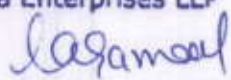
For Triveni Kripa Enterprises LLP
Legal
Designated Partner

- R. 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.
- S. 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.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____), including consideration for exclusive balcony/terrace area (hereinafter referred to as "**Basic Sale Consideration of Unit**").
- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following charges, deposits, etc (hereinafter referred to as "**Additional Payments**"):
- a) Interest free maintenance deposit ("IFMD") for Residential is calculated @ Rs. 100/- per sq ft of Super Built Up Area: _____/- (Rupees _____).
- b) Interest free maintenance deposit ("IFMD") for Commercial is calculated @ Rs. 200/- per sq ft of Super Built Up Area: _____/- (Rupees _____).

For Triveni Kripa Enterprises LLP

Designated Partner

1.4 The Allottee(s) shall be liable to pay, as and when demanded by the Developer, GST or any other indirect tax as may be applicable from time to time on the Basic Sale Consideration of Unit, Additional Payments or any other amounts as may be payable by the Allottee(s) to the Developer under this Agreement.

1.5 The Basic Sale Consideration above includes the booking amount i.e. Rs _____/- (Rupees _____.) paid by the Allottee(s) to the Developer. All other charges, which are specifically mentioned in this Agreement and does not form part of the Basic Sale Consideration of Unit, shall be paid by the Allottee(s) in addition to Basic Sale Consideration of Unit as per this Agreement.

1.6 The Basic Sale Consideration of Unit does not include cost of providing electric connection for the Unit, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Basic Sale Consideration of Unit above does not include maintenance charges, which shall be determined by the Developer and payable by Allottee(s) until the takeover of maintenance of the Common Areas and Facilities of the Project by the Residents' Association and Commercial Mall Association, as the case may be, in accordance with this Agreement. Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Developer shall be increased/ reduced 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).

1.7 The Developer shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule- I** attached hereto ("**Payment Plan**") and the Allottee(s) shall make payment demanded by

For Triveni Kripa Enterprises LLP
Jasamal
Designated Partner

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

- 1.8** The Basic Sale Consideration of Unit 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 Developer 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 Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).

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).

- 1.9** As mentioned above, the Developer has already received booking amount of Rs. _____/- (Rupees _____ only) from the Allottee(s), out of the Basic Sale Consideration of Unit of Rs. _____/- (Rupees _____ only) and the Allottee(s) agrees and undertakes to pay the balance amount of Rs. _____ (Rupees _____ only) of the Basic Sale Consideration of Unit and other amounts strictly in accordance with the Payment Plan.

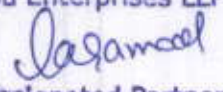
Provided that if the Allottee(s) delays in payment towards any amount which is payable, as per this Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST and delay interest thereon as may be applicable in accordance with the applicable laws, for any due under this Agreement.

For Trivent Kripa Enterprises LLP

Jaspreet
Designated Partner

1.10 The Developer shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – J** in respect of Unit without the previous written consent of the Allottee(s) and Developer shall not make any other additions and alterations in the Approved Plans and the amenities, specifications and Common Areas and Facilities of the Project, as described therein at **Schedule- K** without the previous written consent of the 2/3rd of allottee(s) of the Project. The Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Developer 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 in writing 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 Developer 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 without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

1.11 The Developer shall confirm to the final Carpet Area plus balcony area (if any) that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area plus balcony area. The Basic Sale Consideration of the Unit payable for the Carpet Area plus balcony area shall be recalculated upon confirmation by the Developer. If there is reduction in the Carpet Area plus balcony area, then the Developer shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of the Basic Sale Consideration of the Unit. If there is any increase in the Carpet Area plus balcony area allotted to the Allottee(s), the Allottee(s) shall be liable to pay additional consideration, charges, taxes etc. with next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in the Basic Sale Consideration of Unit in proportion to increase/decrease in area of the Unit.

For Triveni Kripa Enterprises LLP

Designated Partner

1.12 Subject to clause 9.3, the Developer agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants of the Project and maintenance staff, etc. in accordance with terms and conditions of this Agreement, without causing any inconvenience or hindrance to them. It is clarified that the Developer shall handover the Limited Common Areas and Facilities of the Residential Complex to the Residents Association and the Limited Common Areas and Facilities of the Commercial Mall to the Commercial Mall Association in accordance with Applicable Laws.
- (iii) That the computation of the price of the said Unit includes recovery of price of land, construction thereon, cost of providing electric wiring of the said Unit, water line and plumbing, finishing with paint, tiles, doors, windows and includes cost for providing all other facilities, amenities and specification to be provided within the said Unit and the Project as per this Agreement;

1.13 The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Unit with prior appointment from the Developer. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Developer shall not in any way be held responsible for any mis happening caused to/with Allottee(s) while visiting the site.

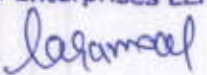
1.14 The Allottee(s) agrees and understands that except as expressly provided in para P herein-above, the Allottee(s) shall have no ownership, claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Developer, which they shall be free to deal with, in accordance with Applicable Laws.

Trivent Kripa Enterprises LLP

Chagansel
Designated Partner

- 1.15** That the Developer has earmarked ____ floors to be used as parking spaces for the allottees of the Residential Complex and ____ floors to be used as parking spaces for the allottees of the Commercial Mall and the Allottee(s) may use the parking spaces made available by the Developer at identified floors in the Project. Further, the Developer shall earmark ____ car/two-wheeler parking spaces at the identified floor for the Allottee(s) at the time of execution of the Conveyance Deed in respect of the Unit on a request made by the Allottee(s) in this regard. The usage of such parking spaces shall be subject to the guidelines issued by JDA or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Residents' Association/Commercial Mall Association, as the case may be. The Allottee(s) shall at all times comply with rules, regulations, guidelines and/or any other directions applicable in this regard.
- 1.16** The Developer shall be exclusively entitled to install signage, hoarding or undertake any other kind of branding for any of Developer's or any third parties projects at any suitable place in the Project including the lifts, elevation of the Project or any other suitable place and the Allottee(s) and the Residents'/Commercial Mall Association shall not have or shall not obstruct the exploitation of this right by the Developer.
- 1.17** The present fire safety measures in the Project and the Unit have been provided as per the existing fire safety norms. If however, due to any subsequent legislations/government regulation/orders or directives or guidelines or any change in the existing guidelines or amendments in the Fire Code/National Building Code if any additional fire safety measures are required to be installed in the Project by the Developer in terms of the sanctioned building plans before the completion of the Project, then the Allottee(s) shall be liable to pay proportionate charges in respect thereof.
- 1.18** The Allottee(s) hereby agrees and acknowledges that the Developer shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.19** The Developer agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoings/dues. If the

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Developer 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 Developer 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.

- 1.20** That the Project shall always be known as "**Golden Leaf**" and the name of the Project shall not be changed except with the consent of the Developer.

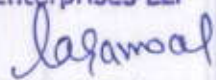
2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan as per the details mentioned herein below:

For Cheque/DD	For online payment
To be drawn in favour of: Triveni Kripa Enterprises LLP	Bank Account No.: 37190599500
Payable at: Jaipur	Account Name: Triveni Kripa Enterprises LLP Escrow 100%
	Type of Account: Current
	IFSC Code: SBIN0004080
	Branch: Church Road, Jaipur

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 Developer. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

The Allottee(s) shall be liable to make the payment of the installments in respect of the Unit by deducting applicable tax at source ("TDS") (if any) at applicable rates in compliance of the provisions of the Income Tax Act, 1961 and furnish the required certificate to the Developer within 30 days of making the payment.

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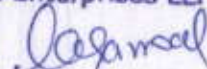
3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('**FEMA**'), Reserve Bank of India Act, 1934 ('**RBI Act**') and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approval which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities if any, under the Applicable Laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

The Allottee(s) hereby authorizes the Developer to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the

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Allottee(s) undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Limited Common Areas and Facilities of the Residential Complex/Commercial Mall and the Common Areas and Facilities of the Project to the respective associations, as the case may be.

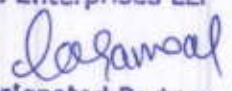
Similarly, the Allottee(s) agrees to abide by the time schedule for making the payment of the installments as per the Payment Plan annexed hereto.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by the Approved Plans 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 the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove, and breach of this term by the Developer shall constitute a material breach of this Agreement.

7. CONVEYANCE AND POSSESSION OF SAID UNIT:

7.1 Schedule for possession of the Unit – The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Residents Association/Commercial Mall Association, as the case may be, is the essence of the Agreement. The Developer assures to handover possession of the Unit along with ready and complete Limited Common Areas and Facilities of Residential Complex/Commercial Mall and Common Areas and Facilities of the

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Project with all specifications, amenities and facilities of the Project in place on or before 31/12/2021 or as may be extended by the Authority , 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 Developer shall be entitled to the extension of time for delivery of possession of the Unit and the Developer 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.

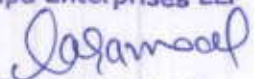
The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, which shall be assessed by the Developer (and such assessment shall be final and binding on the Allottee(s)), the Developer shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective, subject to the availability of funds in the designated Project account and receipt of insurance claim, if any. Further, refund of taxes paid by the Allottee(s) shall be done only after reimbursement of such taxes from the statutory authority. 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 Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for execution of Conveyance Deed of the Unit and taking possession

7.2.1 The Developer shall *vide* offer letter ("**Offer Letter**"):

(i) invite Allottee(s) (along with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by Allottee(s) to the Developer as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and

(ii) offer the possession of the Unit.

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7.2.2 The Developer shall subject to receipt of Basic Sale Consideration of Unit in respect of the Unit as per Payment Plan and such other charges as mentioned under this Agreement from the Allottee(s), shall execute and register Conveyance Deed and convey the title of the Unit and handover possession of the said Unit.

7.2.3 The Developer 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 Developer which the Developer is liable to comply/carry out as per the Applicable Laws provided such failure is not account of any default/delay on the part of the Allottee(s).

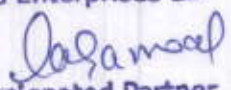
7.2.4 The Allottee(s), after taking possession or after expiry of 21 days from the receipt of Offer letter (whichever is earlier), agree(s) to pay the maintenance charges as determined by the Developer/ Residents' Association/Commercial Mall Association, as the case may be.

7.2.5 The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1988 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.

7.2.6 The Developer shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on 'as is where is' basis.

7.2.7 The Developer shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. or any accident caused to any of machineries installed like electrical equipment, and transformer etc.

7.3 Handing Over of Common Areas and Documents: It shall be the responsibility of the Developer to handover the necessary documents and plans of the Limited Common Areas and Facilities of the Residential Complex and Commercial Mall and the Common Areas and Facilities of the Project to the respective associations, in accordance with the Act.

For Triveni Kripa Enterprises LLP

Designated Partner

7.4 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 in case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Developer, the Developer as on the date of such termination, shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) till such date and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer:

1.	The Earnest Amount;
2.	all taxes, duties, cess, etc. deposited by the Developer to the concerned department/authority in respect of the Unit;
3.	all other penalties and interest liabilities of any nature whatsoever in respect of the Unit.

7.5 Compensation: The Developer shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Scheduled Land, on which the Project is being developed, in the manner as provided under the Act and the claim for the interest and compensation under this Clause shall not be barred by limitation provided under any law for the time being in force.

7.6 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting 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 Carpet Area plus balcony area of the Unit to the Carpet Area plus balcony area of all Apartments in the Project.

7.7 If the Developer has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Developer within 15 days from the date of notice in this regard from the Developer failing which the Developer shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Developer paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Developer.

For Triveni Kripa Enterprises LLP

Jagmal
Designated Partner

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

- (i) **Land Title:** The Developer has absolute, clear and marketable title with respect to the Scheduled Land.
- (ii) **Right to develop the Project:** The Developer has the requisite rights to carry out development upon the Scheduled Land.
- (iii) **Approvals:** The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iv) **Encumbrances:** Except as disclosed under this Agreement, there are no encumbrances upon the Scheduled Land or the Project.
- (v) **Litigations:** There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- (vi) **Valid licenses/permits and compliances:** All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project and Unit.
- (vii) **Right to enter into this Agreement:** The Developer has the right to enter into this Agreement and have 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.
- (viii) **Other agreements with respect to the Scheduled Land/Project:** The Developer has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (ix) **Right to sell the Unit:** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (x) **Handover of Unit upon execution of Conveyance Deed:** At the time of registration of the Conveyance Deed of the Unit, the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Limited Common Areas and Facilities of the Residential Complex/Commercial Mall and Common Areas and Facilities of the Project to the Residents Association/Commercial Mall Association.

- (xi) The Scheduled Land is not the subject matter 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 Scheduled Land.
- (xii) **Payment of statutory dues:** The Developer 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 Project (except the taxes mentioned in Clause 7.6 which shall be paid according to the said Clause) to the competent authorities till the date of offer of possession of the Unit.
- (xiii) **Notice for acquisition:** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property has been received by or served upon the Developer by which rights of Allottee(s) in respect of the Scheduled Land and/or the Project/Unit is being affected.
- (xiv) **Third Party payments:** The Developer 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 Developer shall issue the payment receipts in favour of the Allottee(s) only.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Events of defaults of the Developer:

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

- (i) The Developer fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit 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.

- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 Consequences of the default of the Developer:

In case of default by the Developer under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (i) **Stop making further payments** to the Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer 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 Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination notice:

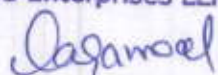
Provided that where an Allottee(s) **does not intend to withdraw from the Project or terminate the Agreement**, he shall be paid, by the Developer, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee(s) within forty-five (45) days of it becoming due.

9.3 Events of defaults of the Allottee(s):

The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued demand notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 1 month after demand notice from the Developer in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;

For Triveni Kripa Enterprises LLP


Designated Partner

- (iv) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Developer under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

Consequences of defaults of the Allottee(s):

9.4 The Developer's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be **liable to pay interest on the overdue amounts computed at the Interest Rate** for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Developer and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Developer may **cancel the allotment by terminating this Agreement** by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Developer shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Developer exercises the option to terminate this Agreement they shall be entitled to (a) **recover interest** as per Clause 9.4 (i) and (b) **recover maintenance charges** from the date of issuance of Offer Letter and (c) **recover holding/ safeguarding charges @ Rs. 25/- per sq. ft. per month;** and (d) **taxes** mentioned in Clause 7.6; (e) **withhold registration of the Conveyance Deed** of the Unit in favour of the Allottee(s) and to **refuse possession of Unit** to the Allottee(s) till payment of amounts

mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Developer for the same.

(iv) The rights and remedies of the Developer under this Clause shall be in addition to other rights and remedies available to the Developer under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Developer of its right of charging such interest or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Developer as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Developer shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Developer shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer:

1.	The Earnest Amount
2.	all taxes, duties, cess, etc. deposited by the Developer to the concerned department/authority in respect of the Unit
3.	The interest paid/payable by the Allottee(s) to the Developer as per Clause 9.4(i) and/or 9.4 (iii), if applicable

9.6 Without prejudice to the rights of the Developer under this Agreement, the Developer 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.

10. MAINTENANCE OF THE PROJECT:

10.1 The Allottee(s) agrees and understands that the Project comprises of residential as well as commercial units and therefore, in order to ensure effective maintenance and management of the Common Areas and Facilities of the Project and to avoid the possibility of any kind of conflict

For Triveni Kripa Enterprises LLP

Sagarwal
Designated Partner

between the allottees of the Residential Complex and the Commercial Mall, the Developer will endeavor to form and the allottees shall participate in the formation of two separate associations for the maintenance of the Common Areas and Facilities of the Project in the following manner:

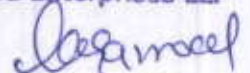
- (i) a Residents' Association to be formed by the allottees of Apartments in the Residential Complex for the maintenance and management of Limited Common Areas and Facilities of the Residential Complex and;
- (ii) a Commercial Mall Association to be formed by the allottees of Apartments in the Commercial Mall for the maintenance and management of Limited Common Areas and Facilities of the Commercial Mall.

10.2 That until the handover of the Limited Common Areas and Facilities of the Residential Complex and the Common Areas and Facilities of the Project to the Residents' Association in accordance with the Act, the Developer shall maintain the Limited Common Areas and Facilities of the Residential Complex/Commercial Mall and the Common Areas and Facilities of the Project and recover the same at Rs ____/- per sq ft per month.

10.3 The Allottee(s) agrees that since the Project comprises of the Limited Common Areas and Facilities of the Commercial Mall and Residential Complex and Common Areas and Facilities of the Project, which intrinsically require different maintenance and management strategies, therefore the maintenance and management of the Limited Common Areas and Facilities of the Commercial Mall/Residential Complex and the Common Areas and Facilities of the Project shall be undertaken in the following manner:

- (1.) That a Residents' Association of allottees of Apartments in the Residential Complex shall be formed with the main object to take over the responsibility of maintenance/management of Limited Common Area and Facilities of the Residential Complex and with such other object or purpose and in such manner and to such extent as the Developer and/or Residents' Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Residential Complex. The allottees

For Triveni Kripa Enterprises LLP



Designated Partner

of all the Apartments of Residential Complex shall become the members of the Residents' Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Residents' Association. Until the formation of the Residents' Association under the Applicable Laws, the Developer itself or through maintenance agency shall maintain the Limited Common Areas and Facilities of the Residential Complex and shall have all the rights and authorities of the Residents' Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Limited Common Areas and Facilities of the Residential Complex. The Developer shall handover the management/maintenance of the Limited Common Areas and Facilities of the Residential Complex upon the formation of the Residents' Association under the Applicable Laws to the Residents' Association, and the Residents' Association will take care of the Limited Common Areas and Facilities of the Residential Complex.

- (2.) That a Commercial Mall Association of allottees of Apartments in the Commercial Mall shall be formed with the main object to take over the responsibility of maintenance/management of Limited Common Areas and Facilities of the Commercial Mall and with such other object or purpose and in such manner and to such extent as the Developer and/or Commercial Mall Association may decide from time to time keeping in view the best interest of the allottees of Apartments in the Commercial Mall. The allottees of all the Apartments of Commercial Mall shall become the members of the Commercial Mall Association. The Allottee(s) agrees and undertakes to abide by and comply with by-laws and rules and regulation of such Commercial Mall Association. Until the formation of the Commercial Mall Association under the Applicable Laws, the Developer itself or through maintenance agency shall maintain the Limited Common Areas and Facilities of the Commercial Mall and shall have all the rights and authorities of the Commercial Mall Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Limited Common Areas and Facilities of the Commercial Mall. The Developer shall handover the management/maintenance of the Limited Common Areas and Facilities of the Commercial Mall upon the formation of the

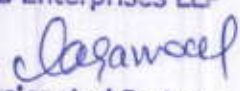
Commercial Mall Association under the Applicable Laws to the Commercial Mall Association, and the Commercial Mall Association will take care of the Limited Common Areas and Facilities of the Commercial Mall.

- (3.) The management and maintenance of the such other common areas and facilities of the Project which are for the common use of all the occupants of the Project as detailed under Part III (C) of the **Schedule-G** shall be undertaken by either the Residents' Association or the Commercial Mall Association or jointly by both, as may be decided from time to time.

10.4 The Developer shall transfer the amounts of IFMD collected from the allottees of Apartments of the Residential Complex and Commercial Mall to the Residents' Association and Commercial Mall Association, respectively without any interest at the time of takeover of Limited Common Areas and Common Facilities of the Residential Complex and Commercial Mall by the Residents' Association and Commercial Mall Association, respectively.

10.5 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft By-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of the Common Areas and Facilities of the Project to the Residents' Association and Commercial Mall Association, in accordance with this Agreement, it shall be the sole responsibility of the Residents' Association and Commercial Mall Association, to run and maintain the Limited Common Areas and Facilities of Residential Complex and Commercial Mall respectively, and to determine from time to time the rate and amount of combined expenses and outgoings for the Limited Common Areas and Facilities of Residential Complex/ Commercial Mall and 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 Residents' Association or Commercial Mall Association, from time to time & regularly, as the case may be.

10.6 The Allottee(s) hereby agrees that his/her right to the use of Limited Common Areas and Facilities of the Residential Complex/Commercial

For Triveni Kripa Enterprises LLP

Designated Partner

Mall, as the case may be, and Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Residents' Association and Commercial Mall Association, as the case may be and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Residents' Association or the Commercial Mall Association from time to time.

- 10.7** Allottee(s) shall be bound by all the terms and conditions of By- Laws, maintenance agreement and any other agreement entered/to be entered into by the Residents' Association or Commercial Mall Association and any decisions taken by the Residents' Association or Commercial Mall Association as per their By -Laws.

11. ELECTRICITY CONNECTION:

That the Developer shall provide a single point/ multi point metering system for the Project, as may be decided by the Developer, according to which electric connection/ supply, shall be provided and proportionate costs will be borne and paid by the Allottee(s). In case the Developer provides single point metering system for Project, the Allottee(s) shall be liable to pay charges for installation of pre-paid sub-meter for their Unit, along with fix charges for DG power back up load, common area maintenance charges including electricity consumption charges along with the fix charges and the Allottee(s) shall be required to timely recharge such pre-paid meter to ensure proper supply of electricity and maintenance services. The Developer shall not be responsible for disconnection of electricity supply for the Unit in case the pre-paid meter is not timely recharged. In case of any differences in electricity billing of the units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among occupants of the Project and shall be paid by them in proportion to the area owned by them. However, in case single point metering system is not provided, the Allottee(s) shall be required to apply for an individual electricity connection from the concerned authority at his own cost and expenses.

12. DEFECT LIABILITY OF THE DEVELOPER:

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 Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of five (5) years by the Allottee(s)

from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within thirty (30) days, and in the event of Developer'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. However, the following acts shall not be covered defect liability period:

- (a) any damage to the Unit is caused by the Allottee(s)
- (b) any reasonable wear and tear and/or any damage caused due to Force Majeure

13. INDEMNIFICATION

13.1 The Allottee(s) shall, without prejudice to any other rights of the Developer, agrees to indemnify and keep fully indemnified, hold harmless and defend the Developer, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Developer or which the Developer may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with:

- (i) any of the provisions/covenants of this Agreement and/or;
- (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or;
- (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or;
- (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Developer and/or;
- (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Developer within the time prescribed in Clause 21 and/or;
- (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 21 and/or;
- (vii) termination of this Agreement by the Developer due to any default/delay on the part of the Allottee(s).

13.2 The Parties acknowledge that the foregoing indemnities shall survive on the termination of this Agreement.

13.3 The indemnification rights of the Developer under this Clause shall be in addition to any other rights and remedies available to the Developer under Applicable Laws, equity and this Agreement.

14. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Developer may have, the Developer shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Developer may have under law or in equity or pursuant hereto.

15. RIGHT TO ENTER THE UNIT FOR REPAIRS

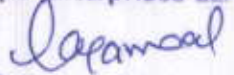
The Developer/Residents Association/Commercial Mall Association shall have right of:

- (a) unrestricted access of all Common Areas and Facilities of the Project for providing necessary maintenance services;
- (b) entering the Unit 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.

16. 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 installation/construction of :

- a. Electric sub-station;

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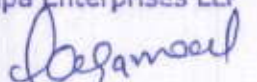
- b. transformer;
- c. DG set rooms;
- d. underground water tanks;
- e. pump rooms;
- f. maintenance and service rooms;
- g. fire fighting pumps;
- h. equipment's etc. and other permitted uses as per Approved Plans.

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 use by the Residents' Association/Commercial Mall Association for rendering maintenance services.

17. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- (i) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- (ii) Subject to clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, 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 Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- (iii) The Allottee(s) 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 Project or anywhere on the exterior of the Project, or common areas. The Allottee(s) shall 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Project. The

For Triveni Kripa Enterprises LLP

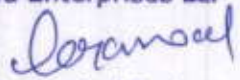

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- Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (iv) That all fixtures and fittings including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Developer/ Residents' Association/Commercial Mall Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Developer or Residents' Association/Commercial Mall Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
 - (v) The Allottee(s) recognizes that the Unit is being serviced by the Residents' Association/Commercial Mall Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Residents' Association/Commercial Mall Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
 - (vi) The Allottee(s) agrees to abide by and comply with the by-laws or housing rules or such rules which may be issued from time to time by the Residents' Association/Commercial Mall Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
 - (vii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
 - (viii) It is in the interest of the Allottee(s), to help the Residents' Association/Commercial Mall Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Residents' Association/Commercial Mall Association would be free to restrict and regulate the entry of visitors into the Project.
 - (ix) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
 - (x) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated.
 - (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Project in

For ~~Pravin~~ Kripa Enterprises LLP

Designated Partner

- which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the /Project and/or the Unit.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
 - (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer.
 - (xiv) The Allottee(s) shall be responsible for all claims (including electricity bills, telephone bills, etc.), dues, penalties, compliances, legal obligations, litigation, proceedings and the like relating to use of the Unit by the Allottee(s) or his agents, licensee, lessee, etc.
 - (xv) In case the Unit is a commercial unit, the Allottee(s) shall take all permissions/approvals as applicable for operating its business from the Unit and shall be solely responsible for compliance of terms and conditions of grant of such permissions/approvals.
 - (xvi) In case the Unit is a commercial unit, the Allottee(s) shall be solely responsible for all the claims of his clients/customers in respect of the services provided by the Allottee(s) and shall keep the Developer indemnified against the same.
 - (xvii) The Allottee(s) shall be fully responsible for the conduct and behavior of his employees/ clients/ visitors or any other person deputed by him.
 - (xviii) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit, he shall seek prior permission of the Developer or Residents' Association/Commercial Mall Association and the Developer Residents' Association/Commercial Mall Association may permit the same subject to appropriate conditions.
 - (xix) The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
 - (xx) The Allottee(s) agrees that in the event of cancellation of the allotment of the Unit in accordance with this Agreement, the refund of the amounts (*if any*) as per the terms of this Agreement shall be made in the name of the first Allottee(s) only.

For Triveni Kripa Enterprises LLP

Designated Partner

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of the Applicable Laws.

19. ADDITIONAL CONSTRUCTIONS

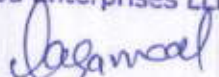
The Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the following has been approved by the competent authorities and disclosed, except for as provided in the Act:

- (a) the building plan;
- (b) layout plans;
- (c) sanction plan;
- (d) specifications;
- (e) amenities;
- (f) facilities.

20. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

For Triveni Kripa Enterprises LLP


Designated Partner

21. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until:

- (1) the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s) and;
- (2) appears for registration of the same before the concerned Sub-Registrar -----
----- (address of Sub-Registrar) as and when intimated by the Developer.

If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer 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), the Developer shall be entitled to cancel the allotment of the Unit and forfeit Earnest Amount or all sums deposited by the Allottee(s), whichever is less, and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer from the amounts realised from the such new allottee/buyer.

22. ENTIRE AGREEMENT

22.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

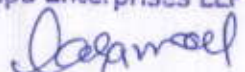
22.2 This Agreement supersedes any and all understandings, any other agreements, allotment letter, correspondences, and arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

23. RIGHT TO AMEND

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/
SUBSEQUENT ALLOTTEES**

For Triveni Kripa Enterprises LLP


Designated Partner

The Allottee(s) shall not be entitled to transfer his/her/their rights in the Unit to any third party or get the name substituted without the prior written consent of the Developer. The Developer may permit such transfer in accordance with the prevailing rules/regulations and laws and in the event of such transfer, administrative charges/transfer fee @ Rs. 30/- per sq.ft shall be paid by the Allottee(s) at the time of assignment/transfer. The Allottee(s) will also be solely liable for any incidence of stamp duty including any interest or penalty imposed thereon by any competent authority at any time on such transfer. Any change in name of the Unit Allottee(s) (including addition/deletion) will be deemed as transfer for this purpose.

It is clearly understood and agreed by and between the Parties hereto that in case of a transfer, all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and all:

- (i) occupants
- (ii) tenants
- (iii) licenses
- (iv) subsequent allottee(s)/assignees / nominees / endorser / family members of the Allottee(s) of the Unit;

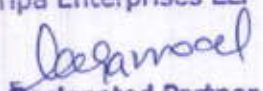
as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorser / family members of the Allottee(s) in the Unit is permissive or hostile.

25. BROKERAGE

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

26. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Developer shall be solely entitled to refund of all amounts paid by the Developer to various authorities in respect of the Project.

For Triveni Kripa Enterprises LLP

Designated Partner

27. WAIVER NOT A LIMITATION TO ENFORCE

27.1 The Developer may, at their sole option and discretion, without prejudice to their rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.

27.2 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. Accordingly, any waiver by any party shall be in writing.

28. SEVERABILITY

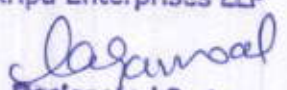
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this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

29. 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 plus balcony area, *if any*, of the Unit bears to the total Carpet Area plus balcony area of all the Apartments in the Project, as the case may be.

30. 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

For Triveni Kripa Enterprises LLP

Designated Partner

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.

31. PLACE OF EXECUTION

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

32. NOTICES

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given, if sent either by registered A.D. post or speed A.D. post to the party at their respective addresses as specified in the first page of this Agreement.

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/ speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee(s), as the case may be.

33. JOINT ALLOTTEE

That in case there are Joint Allottees, all communications shall be sent by the Developer 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).

For Triveni Kripa Enterprises LLP
Jagansel
Designated Partner

34. SAVINGS

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the Allottee(s) or the Developer under this Agreement, under the Act, rules or regulations made thereunder.

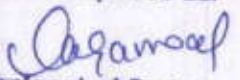
35. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

36. DISPUTES

- 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 Developer 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.

For Triveni Kripa Enterprises LLP


Designated Partner

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

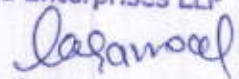
Signed and delivered by the within named Allottee(s) in the presence of witnesses on

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

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

<u>DEVELOPER</u> For and on behalf of M/s Triveni Kripa Enterprises LLP
Name
Signature
Designation

<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

For Triveni Kripa Enterprises LLP

 Designated Partner

SCHEDULE-A

(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Rampurarupa, Tehsil Tonk Road, Jaipur	463	2563.30

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

In North - 60 Feet wide road

In South - Other's Land

In East - Other's land

In West - 160 Feet wide road

And measuring

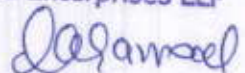
North to South - 36.22 meters

East to West - 72.65 meters

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

Longitude	Latitude
26.8719154456	75.7974866778
26.8716068021	75.7974504679
26.8715792874	75.7982363552
26.8719142493	75.7982511073
26.8719333900	75.7977709919

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(Description of the Project)

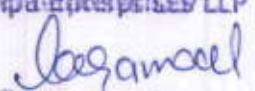
Commercial Mall comprising of shops/kiosks/offices etc. being developed on lower ground, upper ground and 1st to 4th floors in the Project.

(Definitions and Interpretations)

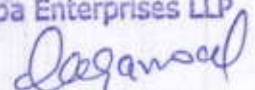
a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.

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- 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, Unified Building Bye Laws 2018, 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 bye-laws, 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 unit/spaces in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential or commercial purpose, as the case may be.
- d) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.
- e) **"APPROVED PLANS"** shall mean the plans and designs of Project 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 Developer and/or architect(s) in accordance with Applicable Laws.
- f) **"ALLOTTEE(s)"** means and includes:
- a) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - b) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their heirs, executors, successors, administrators and permitted assignees;
 - c) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and

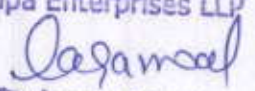
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- d) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- g) **"BUILT-UP AREA"** shall mean the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or uncovered and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken into consideration for calculating the built-up area.
- h) **"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);
- i) **"COMMON AREAS AND FACILITIES OF THE PROJECT"** shall mean and include the Scheduled Land (*as defined herein below*), the Limited Common Areas and Facilities of the Commercial Mall reserved exclusively for the use of the occupants/allottees of the Commercial Mall, the Limited Common Areas and Facilities of the Residential Complex reserved exclusively for the use of the occupants/allottees of the Residential Complex and such other common areas, facilities, equipments and spaces in the entire Project, which are meant for common use of and enjoyment of all the occupants of the Project (*as defined herein-below*) and more particularly detailed in the Part III of **Schedule- G** attached hereto.
- j) **"COMMERCIAL MALL"** shall mean lower ground, upper ground and 1st to 4th floor of the Project approved for commercial use and comprising of shops, kiosks, office spaces, and other commercial spaces.
- k) **"CONVEYANCE DEED"** (i) in respect of the Unit shall mean written instrument executed between the Developer and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Developer subject to and in

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accordance with the terms of this Agreement (ii) in respect of the Common Areas and Facilities of the Project shall mean written instrument executed between the Developer and the Residents Association through which the ownership of the Common Areas and Facilities of the Project is transferred in favour of Residents Association by the Developer subject to and in accordance with the terms of this Agreement.

- l) **"COMMERCIAL MALL ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Commercial Mall, which shall be formed for the management/maintenance of Limited Common Area and Facilities of the Commercial Mall.
- m) **"EARNEST AMOUNT"** shall mean 10% of the Basic Sale Consideration of Unit.
- n) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent as per the Act and Rules. However, since the marginal cost of lending rate is erratic, therefore, to ensure consistency and parity between all the allottees of the Project, the prevailing interest rate as on the date of registration of the Project under RERA i.e. 10.15% (8.15% + 2%) per annum shall be applicable for this Agreement.
- o) **"LIMITED COMMON AREAS AND FACILITIES OF THE COMMERCIAL MALL"** shall mean such common areas, facilities, equipments and spaces in the Commercial Mall, which are designated in writing by Developer in Part -I of **Schedule- G** of this Agreement and which are exclusively meant and reserved for common use of and enjoyment of all the occupants of the Commercial Mall (as defined herein-below) only.
- p) **"LIMITED COMMON AREAS AND FACILITIES OF THE RESIDENTIAL COMPLEX"** shall mean such common areas, facilities, equipments and spaces in the Residential Complex, which are designated in writing by Developer in Part II of **Schedule- G** of this Agreement and which are exclusively meant and reserved for common use of and enjoyment of all the occupants of the Residential Complex (as defined herein-below) only.
- q) **"OFFER LETTER"** shall have the meaning ascribed under Clause 7.2 of this Agreement;
- r) **"PARA"** means Para of this Agreement;

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- s) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- t) **"PROJECT"** shall mean a multistoried building comprising of Lower Basement, Upper Basement approved as parking floors, Lower Ground, Upper Ground and 1st to 4th floors approved for commercial use and 5th to 11th floor approved for residential use being developed upon the Scheduled Land as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as **"Golden Leaf"** and more particularly described in **Schedule-B** attached hereto.
- u) **"RESIDENT'S ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Residential Complex, which shall be formed for the management/maintenance of Limited Common Area and Facilities of the Residential Complex.
- v) **"RESIDENTIAL COMPLEX"** shall mean 5th to 11th floors of the Project approved for residential use and comprising of residential flats and other residential spaces.
- w) **"REGULATION"** means the Rajasthan Real Estate Regulatory Authority Regulations 2017;
- x) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- y) **"SCHEDULE"** means the Schedule attached to this Agreement;
- z) **"SECTION"** means the section of the Act.
- aa) **"SCHEDULED LAND"** shall have the meaning ascribed in Recital A and more particularly detailed in Schedule-A.
- bb) **"UNIT"** shall have the meaning ascribed in Clause P.

INTERPRETATIONS

- (a) Words importing singular number include plural number and vice-versa.

- (b) Words importing masculine gender include feminine gender and vice-versa.
- (c) Headings in this Agreement are inserted for convenience and are to be ignored while construing the meaning of terms and conditions of this Agreement.
- (d) 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 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

SCHEDULE-D

(Details of salient features of Project)

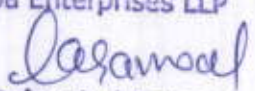
1. Centrally located in the heart of the city and on the busiest roads of Jaipur.
2. Fully Air conditioned shopping and retail area.
3. Façade lighting, site lighting and eye-catching internal lighting throughout the entire mall.
4. 24 hours security with latest security system and devices.
5. Fire safety measures.

SCHEDULE- E

(Description of the Unit)

- i. Apartment No. _____;
- ii. Type _____;
- iii. Permitted Use: _____
- iv. Floor No. _____;
- v. Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
- vi. Built Up Area _____ sq. ft.;
- vii. Super Built Up Area _____ sq. ft.

Note:-

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1. Before the applicability of the Act (as defined above), immovable properties were sold on Super Built Up Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Built Up Area basis and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with properties sold prior to applicability of the Act, Super Built Up Area is being provided. Super Built Up Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah and is not dependent on Super Built Up Area of the Unit.

SCHEDULE-F

(Floor Plan of the Unit and Residential Complex in the Project)

SCHEDULE- G

Part-I

(Details of Limited Common Areas and Facilities of the Commercial Mall)

1. Stair case, lifts, staircase and lift lobbies, entrance & exit of the Commercial Mall.
2. Installation of central services like electricity, air-conditioning, water, sanitation.

Part-II

(Details of Limited Common Areas and Facilities of the Residential Complex)

1. Stair case, lifts, staircase and lift lobbies, entrance & exit of the Residential Complex.
2. Installation of central services like electricity, water, sanitation.

Part-III

(Details of Common Areas and Facilities of the Project)

A: Limited Common Areas and Facilities of the Commercial Mall:

1. Stair case, lifts, staircase and lift lobbies, entrance & exit of the Commercial Mall.

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Designated Partner

2. Installation of central services like electricity, air-conditioning, water, sanitation.

B: Limited Common Areas and Facilities of the Residential Complex:

1. Stair case, lifts, staircase and lift lobbies, entrance & exit of the Residential Complex.
2. Installation of central services like electricity, water, sanitation.

C: Other common areas and facilities of the Project for the common use of all the occupants of the entire Project:

1. Scheduled Land;
2. Common stair case, common lifts, common staircase and lift lobbies, fire escape, common entrance & exit of building;
3. Common basement, open parking areas and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation of watchmen and ward staffs or for the lodging of Apartment service personnel;
5. Installation of central services like system for water conservation and renewable energy;
6. The water tanks, pumps, motor fans, compressors, ducts and all apparatus connected with installation for common use;
7. All other portion of the building necessary or convenient for its maintenance, safety, etc, and in common use.

SCHEDULE- H

(Detailed Plan of Development Works to be undertaken)

The promoter has conceived a detail plan of following development works to be developed:

1. Fire fighting facilities – fire fighting equipments/facilities will be provided as per NBC guidelines.
2. Water Supply – The Government of Rajasthan is making a policy for supply of water in the multi stories building. As and when the policy will be implemented, the Resident's association of the building will take water connection.

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Jagmool
Designated Partner

3. Emergency evacuation services - it will be provided as per NBC guidelines of appropriate width.
4. Electrical supply - Electricity/power shall be supplied by JVVNL.

SCHEDULE-I
(Payment Schedule)

Stage of development works and completion of Unit	Percentage of the Basic Sale Consideration of Unit	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)
At the time of Booking	10%		Within 7 days of demand
On Commencement of Excavation	10%		Within 7 days of demand
On casting of Upper Basement Floor of building	10%		Within 7 days of demand
On casting of Upper Ground Floor of building	10%		Within 7 days of demand
On casting of 2nd Floor of building	10%		Within 7 days of demand
On casting of 4th Floor of building	10%		Within 7 days of demand
On casting of 6th Floor of building	10%		Within 7 days of demand
On casting of 8th Floor of building	10%		Within 7 days of demand
On casting of 10th Floor of building	5%		Within 7 days of demand
On Internal Plaster of building	5%		Within 7 days of demand
On Flooring of building	5%		Within 7 days of demand
On Possession	Balance 5% + Additional payments		Within 7 days of demand

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Jagameel
Designated Partner

The above payment plan amount does not include the GST/Service Tax/ any other indirect tax, Interest, stamp duty and registration charges and shall be payable additional to the amounts reflected hereinabove.

The payment plan reflected above is construction linked payment plan. The same may change as agreed between the parties.

SCHEDULE- J

(Specifications, facilities, amenities which are part of the Unit)

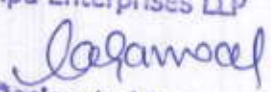
AREA	FLOOR	DOORS	WINDOWS/ VENTILATION	WALLS/CEILINGS	ELECTRICAL	PLUMB ING
LIVING/DR AWING	Vitrified Tiles	Flush Door / Skin Doors	UPVC / Aluminum	POP finish on walls with cornice and premium paint	Modern electrical system with concealed copper wiring	-
BEDROOM	Vitrified Tiles	Flush Door / Skin Doors	UPVC / Aluminum	POP finish on walls with cornice and premium paint	T.V. / Telephonic / A.C. point in all the rooms at appropriate places	
TOILET	Anti- skid Ceramic Tiles	Flush Door / Skin Doors	Anodized Aluminum Windows	Designer tiles upto 7 feet height	Premium quality switches and accessories	Brand d CP fitting, WC and Basin, CPVC and PVC fitting
BALCONIES	Anti- skid Ceramic Tiles	Flush Door / Skin Doors	UPVC / Aluminum	Waterproof texture paint	-	
KITCHEN	Vitrified Tiles	Flush Door / Skin Doors	Anodized Aluminum Windows	Semi - Modular Kitchen with 2 feet Ceramic tiles above counter, Granite Counter	Fan Exhaust and tube light point provided (as per layout)	SS Sink, Mixer, CPVC and

				Top		PVC fitting
COMMON LOBBY	Natural Stone / Tiles	Flush Door / Skin Doors	Anodized Aluminum Windows	POP finish on walls with cornice and premium paint	Power Back-up (Silent D.G. Set) for common services	

SCHEDULE-K

(Specifications, facilities, amenities, internal development works etc which are part of the Project)

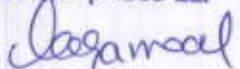
Earthquake resistant RCC structure
 Rain water harvesting system
 Parking (covered, mechanical and open)
 Automatic Lifts
 Staircases
 Escalators
 Fire fighting system
 CCTV
 Guard room
 Power backup in Common area
 Toilets in common area

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SCHEDULE- L

(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 Project	31.08.2019	Slab and Column work complete.
2.	Completion of development works (internal/external development works).	31.10.2020	Ramp, masonry work.
3.	Completion of internal works of the Project like plastering, plumbing, electrification, tiling, fixation of fittings and white wash	31.06.2021	Internal and external Plaster, Plumbing/sanitary work, electrification, tiling, fixation of fittings and white wash
4.	Provision of civic infrastructure like water, electricity, sanitation Finishing	31.12.2021	Installation of DG set, Air conditioning, Transformer. Completion of project.

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SCHEDULE- M

(Details of other external development work for the Project)

No External Work shall be carried out by the Developer.

SCHEDULE-N

(Details of specification of material used in construction)

All ISI products/products of standardized quality shall be used in construction of the Project.

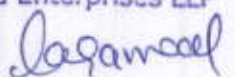
Annexure- I

(Approved layout plan of the Project)

Annexure-II

Layout plan of Unit

For Triveni Kripa Enterprises LLP


Designated Partner