Government of Rajasthan REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER SUB-REGISTRAR: JAIPUR-III

Fee Receipt

22-08-2024 12:34 PM Print Date: Appendix I-Form No. 9 (Rule 75 & 131) 22/08/2024 Receipt Date 202402017019814 Fee Receipt No 202401017015089 Document S. No. NEHA CHOUDHARY, Name 323 ,RAJANI VIHAR, BEHIND SWEET RED, ROSE SCHOOL, AJMER ROAD, Address HEERAPURA JAIPUR JAIPUR Agreement **Document Type** : ₹537925 . Evaluated Value ₹ 1450000 Face Value ₹ Fee for Memorandum Us 64 67 Ord-Registration Fee : ₹1000 ₹0 Certified copying fees Us_57 : ₹300 CSI ₹ Reg (memorandum) . Stamp (Memorandum) ₹ 7250 Stamp Duty : ₹2175 Surcharge Inspection fee ₹ 0 Penalty : ₹0 ₹0 Commission Us_25_34 : ₹0 ₹0 Others Custody ₹ 0 **Cash Amount Received** SiteInspection Fees : 0 ₹ 10725 Other than Cash ₹ 10725 **Total Amount** *Rebate UNS 9H ₹ 36250 Mode of Payment (#Mode Number Amount #) # e-Gras Challan 93477835 ₹ 10725 Signature of presenter or applicant for Signature of recipient 田 copy or Search certificate and date of return receip

Cashier

e-Challan

Registration and Stamps department

£ 0093477835

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Payment Date: 22/08/2024 12:13:36

e Name:

SUB REGISTRAR-III REGISTRATION & STAMPS, JAIPUR

cation:

JAIPUR (CITY)

01/04/2024-To-31/03/2025

01/04/2024-10-31/03/2023	
Purpose/Budget Head Name	Amount (₹
and the second s	725.00
-02-800-02-00-स्टाम्प शुल्क पर आधमार	725.00
वर ०३ ०० स्थाम शक्क पर गी सवधन/ सरवाण हर्षु जायनार	725.00
23 800 04-00-पाकृतिक एवं मानव निर्मत अपदाओं से राहरा हुए जाना है।	7250.00
-02-103-01-00-दस्तावेजों पर स्टाम्प शुल्क लगाना	300.00
_02-800-01-00-अन्य प्राप्तियां	1000.00
-03-104-01-00-पंजीकरण शुल्क स प्राप्त Commision	0.00
	Purpose/Budget Head Name -02-800-02-00-स्टाम्प शुल्क पर अधिभार -02-800-03-00-स्टाम्प शुल्क पर गो संवर्धन/ संरक्षण हेतु अधिभार -02-800-04-00-प्राकृतिक एवं मानव निर्मित आपदाओं से राहत हेतु अधिभार -02-800-04-00-दस्तावेजों पर स्टाम्प शुल्क लगाना -02-800-01-00-अन्य प्राप्तियां

Ten Thousand Seven Hundred Twenty Five Rupees and Zero Paise Only

Ten Thousand Seven Hands	and the state of t
Payee Details:	Tin/Actt.No./VehicleNo./Taxid AGREEMENT TO SALE
Payee Details.	
Full Name: NEHA CHOUDHARY	City(1 micodo).
Pan No.(If Applicable):	Remarks: S.D, R.F AND CSI FEES OF AGREEMENT TO SALE OF UNIT NO. 226 SECOND FLOOR, IN KH. NO. SALE OF UNIT NO. TEHS!! SANGANER, JAIPUR
Pan No.(If Applicable): Address:323, RAJANI VIHAR, BEHIND SWEET RED, ROSE SCHOOL, AJMER ROAD, HEERAPURA, JAIPUR	SALE OF UNIT NO. 226 SECOND FLOOR, INC. 226 SECOND FLOOR, INC. 2475/2, VILLAGE VATIKA, TEHSIL SANGANER, JAIPUR

		Challan No	0 CNRB9347783522082024
Payment De	tails:		www.40822067924
Bank:	UPI 12:13:36	Relience	https://Egras.rajasthan.gov.in
Date:	22/08/2024 12:13:36	Courtsy:	пирыл 28

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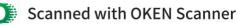
TO THE MAS DEVELOPERS LLP















This Agreement for Sale (Agreement), hereinafter referred to as the Agreement, is executed on 22/08/2024

BYANDBETWEEN

Pure Awas Developers LLP (LLP Reg. No AAA-7103) Limited Liability Partnership Firm, duly registered and existing under the provisions of the Limited Liability Partnership Act, 2008, and having its registeredaddress at 11 KAPASHERA ESTATE, South West Delhi, NEW DELHI, Delhi, India, 110037 and corporate office at 5th Floor, 526, BPTP Park Centra Building, Sector 30, Gurgaon, 122001 and its PAN is AANFP2456J, represented by its authorized signatory Mr/Ms. ASHISH KUMAR SHARMA S/O KAILASH KUMAR SHARMA, bearing AADHAR no. 8451 6138 4457, duly authorized vide board resolution dated 17-April-2023hereinafter referred to as the "Land Owner" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the FIRST PART.

AND

Mrs. Neha Choudhary, W/o-Charan Singh Choudhary, R/o-323, Rajani Vihar, Behind Sweet Red, Rose School, Ajmer Road, Heerapura, Jaipur, Rajasthan-302021. AADHAAR NO-3262 8230 9762, PAN NO-BGIPC1410K. (Hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors' successors & permitted assignees) of the OTHER PART. The Promoter and the Allotteeshall hereinafter be collectively referred to as "Parties" and Individually as a "Party".

Developer









WHEREAS:

WHEREAS the Promoter declares that the Land Owner owns a freehold plot of land measuring 5021.46 Square meters (approx.) situated at Khasra nos. 475/2, of village Vatika, Tehsil- Sanganer District- Jaipur, Rajasthan-302029, (hereinafter referred to as "Plot of Land" or "Land") duly registered with the office of the subregistrar Dist. Alwar, Rajasthan; (more fully described in the Schedule-1).

The Promoter has a legal title to the Land with legally valid documents and has rights to construct on and develop over the land. The Land was purchased by the Promoter from the Land Owner on06-02-2015, as stated in the Registered Sale Certificate dated 06-02-2015 issued by Registration and Stamps Department, Rajasthan, Ajmer, Sub-Registrar: Jaipur.

- A. The said Land is earmarked for the purpose of Residential project, comprising of 3(63Units and 8 shops) multistoried apartment buildings and the said project shall be known as "Shubhashray Vatika Phase 2"
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- C. Further theEmpaneled Architect registered under Model Rajasthan Building Regulations 2020 has granted the commencement certificate to develop the Project vide its approval dated28/10/2022;
- D. The Promoter states that the Land is free from all encumbrances.
- E. The Promoter has conceived, planned, has constructed and developed a real estate project known as "Shubhashray Vatika Phase 2" (hereinafter referred to as the "Project") after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 5021.46 square meters situated at Khasra nos. 475/2, of village Vatika, Tehsil-Sanganer, District- Jaipur, Rajasthan-302029, And latitude & longitude of the end points of the Project are 26.7184276 and 75.7923938 respectively. The location details are fully described in the Schedule-1.

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F. The Project has been registered with the Real Estate Regulatory Authority on 0512-2023 as "Shubhashray Vatika Phase 2", the Project Registration Certificate
registration is valid for a period of 5 years commencing from 2023 and ending
with 2028 unless extended by the Authority. The details of the Promoter and
Project are also available in the website https://rera:rajasthan.gov.in/ of the
STRAR Authority.

- G. The layout plan/ site plan of the Project Shubhashray Vatika Phase whole Project) has been sanctioned dated 20-Oct-2022 by the Empaneled Architect registered under Model Rajasthan Building Regulations 2020, and copy of which is enclosed as Schedule-2. The approval of specifications of the Project and permission of building construction up to 15 meters height 4 floor) under the relevant legal provisions has been accorded date28-10-2022byEmpaneled Architect registered under Model Rajasthan Building Regulations 2020. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- H. The details of Floor plan of the Unit No-226and for tower/ block of the Project is given in <u>Schedule-3</u>.
- I. The details of plan of development works to be executed in the Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4 of the Act, are as under: schedule 5
- J. 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 are as under: Schedule 5
- K. The details of other external development work to be taken for the Project are as under: Schedule 6
- L. The details of specifications of material used in construction are as under: Schedule 5





M. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above- mentioned internal/external development works is as under: Annexure 1

- N. A temporary fire NOC for the Project has been accorded by the _____vide

 NO_____ dated-------------(Applicable only in case such NOC is required under local law)
- O. Environmental Clearance from the department concerned has been obtained for the Project.
- P. Public Health & Engineering Department has also given NOC for developing the Project.
- Q. The Promoter has opened a separate account in Branch DLF, Gurgaon (HR), Gurgaon, 122009 of AxisBank (A/C no: 923020056856613) for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act.
- R. TheAllotteehasappliedfora UnitintheProjectvideapplication for provisional allotmentDate 30-June-2024 and has been allotted Unit no. 226 having carpet area as per RERA RULE is410.75square feet, and carpet area as per (CMJAY) is 383.62 square feet. type 2BHK SmallSecond floor in [tower/block/building] Jaipur Vatika("Building") as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in Schedule-4 and the floor plan of the Unit is annexed hereto and marked as Schedule-3. Note: Garageincludescoveredcarparking/basement car parking/stift car parking.
- S. Consequently, the Promoter has provisionally confirmed the booking of the Unit to the Allottee through a Letter of Provisional Allotment dated30-June-2024
- T. And WHEREAS the Allotteeacknowledges that the Promoter has readily provided all information and clarifications as required by the Allotteeand that the Allotteehas not relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter, its selling agents/brokers, or otherwise, including but not limited to, any representations relating to description or physical condition of the Land, or

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Developer

any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/amenities to be made available to the Allotteeor any other data except as specifically represented in this Agreement and that the Allotteehas relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase the Unit. No oral or written representations or statements shall be considered to be part of this Agreement and this Agreement is self-contained and complete in itself in all respects.

- U. AND WHEREAS the Allotteehas confirmed to the Promoter that the Allottees entering into this Agreement, with eyes wide open, and with full knowledge of all the laws, rules, regulations, not first one etc. applicable to the Land, and the Unit and in particular the terms and conditions contained in this Agreement and that the Allotteehas clearly understood his rights, duties, responsibilities, obligations under all of the clauses of this Agreement.
- V. And WHEREAS the Promoter, relying on the confirmations, representations and assurances of the Allotteeto faithfully abide by all the terms, conditions and stipulations contained in this Agreement is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- W. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Unit in the Project vide his/her/their/its application for provisional allotment dated 30-June-2024 The Allottee(s) has also deposited a sum of Rs 1,46,450/-(Rupee- One Lakh Forty Six Thousand Four Hundred Fifty Only) as an advance payment/ booking amount including application fee (not being more than 10% (ten percent) of the cost of the apartment/plot as provided in sub-section (1) of section 13 of the Act) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- X. Consequently, the Promoter has provisionally confirmed the booking of the Unit to the Allottee through a Letter of Provisional Allotment dated 30-June-2024
- Y. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rightsandobligations detailedherein.

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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

- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the garage/covered parking (if applicable) as specified in para-V above.
- GG.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.

INTERPRETATION

- 1. In this Agreement, unless the context otherwise requires:
 - the headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - (b) the words importing singular shall include plural and vice versa;
 - (c) reference to any gender shall include the other and the neutral gender;
 - (d) reference to the words "include" or "including" shall be construed without limitation;
 - (e) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.
- 2. The expressions referred to in this sub-clause, unless repugnant to the context shall have the meaning assigned to them hereunder:
 - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Additional Area Charges (ALC)" shall mean the consideration payable by the Allotteetowards the purchase of the Additional Plot Area and/or Additional Built-up Area in terms of this Agreement;
 - (c) "Additional Built-Up Area" shall mean any additional constructed area marked as "Additional Built-Up Area" in the Layout Plan and is required to be bought by the

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Allotteeon per sq. ft. basis along with the Unit;

(d) "Additional Plot Area" shall mean the unconstructed area adjacent to the Unit marked as "Additional Plot Area" in the Layout Plan and is required to be bought by the Allotteeon per sq. ft basis along With the Unit;

e) "Agreement" shall mean this Agreement, its schedules and annexures and any amendments thereto made in accordance with the provisions of this Agreement;

- (f) Allottee(s)" shall mean the Person(s) who is are entering into this Agreement with the Promoter for the allotment of the Unit in the Complex, whose particulars are set out in this Agreement;
- (g) "Application "shall mean the Application for Booking submitted by the Allottee for booking of the Unit in the Complex;
- (h) "Applicant(s)" shall mean,Allottee being the Person(s) who has submitted the Application;
- (i) "Booking Amount" shall mean and include amounts paid by the Applicant(s)/Allotee(s) to the Promoter prior to and along with the Application. For the avoidance of doubt, it is clarified that any amounts paid by the Applicant(s)/Allotee(s) after the submission of the Application or as part of the Payment Plan shall not be included in the Booking Amount;
- "Building" shall mean the building/plot in which the Unit is located. For the avoidance of doubt, Ground Floor and the First Floor above shall be considered one building;
- (k) "Built Up Area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% (fifty percent) of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (I) "Common Areas and Facilities" in relation to the Complex (defined hereinafter) includes but is not limited to lawns, pathways and passageways, entrance pavilion, service areas, transformer room, meter room, generator room, pump house, main and auxiliary water tanks, space on roof of the First Floor for water tanks, facilities management/ maintenance office, living quarters of facility management /maintenance staff, guard house, other architectural features if provided and such other areas within the Complex that may be designated by the Promoter or Maintenance Agency to be Common Areas. It is further clarified that common areas

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are meant for the use of all allottees/ occupants of Units in the Complex;

(m) "Complex" shall mean the entire Land measuring 5021.46 Square meters (approx..) situated at Khasra nos. 475/2, of village Vatika, Tehsil- Sanganer, District- Jaipur, Rajasthan-302029consisting of Units, Commercial Shops, Common Areas and Facilities and such other structures as may be developed by the Promoter as part of this Complex;

"First Floor" shall mean the upper floor of a Building in the Complex and shall include all Units/Commercial Shops such floor;

- (o) "Foot print of the building" shall mean the precise land underneath the building;
- (p) "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to:
- A. acts of God. *ie.* fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities etc.
- B. explosions or accidents, air crashes and shipwrecks;
- C. strikes or lock outs, industrial disputes, dispute with construction agencies appointed by the Promoter;
- D. non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- E. war and hostilities of war, riots, militant action, bandh or civil commotion;
- F. non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the commencement certificate, intimation of disapproval and/or any other certificate as may be required;
- G. non-availability of water supply, power connection or other such resources on account of slow down or delay in government approvals;
- H. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- any event or circumstances analogous to the foregoing.

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- (q) "Ground Floor" shall mean the lower floor of a Building in the Complex and shall include all Units/Commercial Shops such floor;
- (r) "Interest" means the interest payable at the rate of 2% (two percent) over and above the current SBI highest marginal cost of lending rate;
- (s) "Interest Free Maintenance Security (IFMS)" shall mean a sum of Rs.30000/-to be deposited by the Allotteebefore payment of final instalment as per the Payment Plan of the Unit as a non-refundable interest free security deposit against upkeep and maintenance of the Complex and services provided therein;
 - (t) Layout Plan" shall mean the layout plan-of the Unit and the Complex as annexed herewith and marked as Schedule 2. The Parties agree and acknowledge that the Layout Plan may be amended as per requirements of applicable law/competent authorities or at the discretion of the Promoter;
 - (u) "Letter of Provisional Allotment" shall mean the letter for confirmation of booking of the Unit issued by the Promoter to the Applicant/Allottee(s);
 - (v) "Maintenance Agency" shall mean the agency as may be appointed by the Promoter for the upkeep and maintenance of the Common Areas and Facilities in the Complex;
 - (w) "Maintenance Agreement" shall mean an agreement, if any, to be signed and executed at a later date upon completion of the Unit/Retail Shop/Complex, between the Allottee and the Promoter and /or the Maintenance Agency for the upkeep and maintenance of the Common Areas and Facilities in Complex;
 - (x) "Maintenance Charges" shall mean the charges payable by the Allotteeto the Promoter or the Maintenance Agency for services/utilities/facilities rendered by the Maintenance Agency which includes providing security at the gate, plumbing, landscaping, providing lighting in the Common Areas, maintenance of the main water tank, maintenance of the common water supply lines, sewage treatment plants, maintenance of inside roads in the Complex and garbage collection;
 - (y) "Maintenance Society" shall mean the society, association or body, by whatever name called, that maybe formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (z) "Para" means a para of this Agreement;
 - (aa) "Payment Plan" shall mean the payment plan annexed herewith and marked as Annexure A;

(bb) "Person" shall mean any individual, sole proprietorship, unincorporated association,

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corporate, trust, any governmental authority or any other entity 익

- (cc) "Plot Area" shall mean the plot area of the Unit as detailed under the Layout Plan;
- (dd) "Preferential Location Charges (PLC)" shall mean such charges as may be applicable dertain Units/Commercial Shops based on the location of the Unit in the Complex der the rates indicated in the Payment Plan;

STRAN SO Provisional Aliotment" shall mean the confirmation of booking of the Unit in the

name of Allottee through a Letter of Provisional Allotment;

- (ff) "Registration Date" means the date of registration of sale / transfer of title and ownership of the Unit to the Allotteein accordance with the terms of this
- (gg) "Roof Rights" shall mean the roof rights to be assigned to the Allotteeof the First installed for both the Ground Floor and the First Floor; Floor except the common area on roof where water tanks for two units will be
- (hh)"Rules and Regulations" means rules and regulations as prescribed under Real and Development Rules), 2017, and Rajasthan Apartment Ownership Act, 2015 Estate (Regulation and Development) Act, 2016, Rajasthan Real Estate (Regulations
- $\widehat{\Xi}$ "Sale Deed" shall mean the deed of conveyance which shall convey the title of the Unit in favour of the Allotteein accordance with this Agreement;
- "Total Price" shall mean total p. ice as defined under clause 4.2 below.
- (kk) "Unit"/ "Commercial Shop" means the fully constructed Unit No.226as earmarked in the Layout Plan of the Complex.
- ω assigned to them in those laws other law for the time being in force shall have the same meanings respectively of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 The words and expressions used herein but not defined in this Agreement and

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

4. CONSIDERATION:

4.1 hereby agrees to sell to theAllotteeand the Allotteehereby agrees to purchase and Subject to the terms & conditions as detailed in this Agreement, the Promoter receive the Unit as specified in para 'AA' above

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The Total PricefortheUnitbasedonthecarpetareaisRs14,64,500/- (RupeesFourteen description): Lakh Sixty-Four Thousand Five Hundred Only)("Total Price") (Give break-up and

verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, common Provide break-up of the amounts such as cost of Unit, proportionate cost of per Clause25 etc., if/ as applicable areas, preferentiallocation charges, cost of exclusive balcony or

Explanation

- Ξ The Total Price above includesthe bookingamountsofRs. 1,46,450/- (Rupeethe Promoter towards the Apartment / Plot as mentionedin Para'AA' One Lakh Forty-Six Thousand Four Hundred Fifty Only)paidbythe Allottee to
- $\widehat{\Xi}$ handing over the possession of the Apartment/ Plot to the Allottee and the The Total Price above includes Taxes (consisting of tax paid or payable by the may be, after obtaining the completion certificate: Project to the Maintenance Society or the competent authority, as the case payable by the Promoter, 'by whatever name called) up to the date of the taxes which may be levied, in connection with the construction of the Project Promoter by way of Value Added Tax, Service Tax and Cess or any other similar

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

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

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable

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as stated in (i) above and the Allotteeshall make payment demanded by the Promoter shall provide to the Allottee the details of the taxes paid or the Promoter within the time and in the manner specified therein. In addition, demanded along with the Acts/rules/notifications together with dates from

which such taxes/levies etc. have been imposed or become effective;
The Total Price of Apartment/ Plot includes price of land, construction of, not only the Unit but also, the common areas, internal development charges external development charges, taxes, cost of providing electric wiring paint, marbles, tiles, doors, windows, fire detection and firefighting equipment electrical connectivity to the Unit, lift, water line and plumbing, finishing with in the common areas, maintenance charges as per Clause 25 etc. and includes within the Unit/ Plot and the Project. cost for providing all other facilities, amenities and specification to be provided

4.3 Allottee(s), which shall only be applicable on subsequent payments: authorities, Promoter undertakes and agrees that while raising a demand on the Allottee for payable to the competent authority and/or any other increase in charges which Allotteehereby agrees to pay, due to increase on account of development charges regulations to that effect along with the demand letter being issued to the increase in development charges, cost/charges imposed by the competent may be levied or imposed by the competent authority, from time to time. The Total Price is escalation free, save the Promoter shall enclose the said notification/ order/ rules/ and except increases which the

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

4.4 As mentioned in para 'AA' above, the Promoter has already received an advance/ the total cost of the Unit as provided in sub-section (1) of section 13 of the Act) out Six Thousand Four Hundred Fifty Only) (not being more than 10% (ten percent) of Five Hundred Only) and the Allottees(s) agrees and undertakes to pay the balance of the total price of Rs.14,64,500/- (Rupees Fourteen Lakh Sixty-Four Thousand booking amount from the Allotteea sum of Rs. 1,46,450/- (Rupee- One Lakh Forty-

For Pure ANAS DEVELOPERS LLP

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Developer





the total price strictly in accordance with the payment plan given below: amount of Rs. 13,18,050/- (RupeesThirteen Lakh Eighteen Thousand Fifty Only) of

Scanned with OKEN Scanner

Stage of development works & completionofthe Unit (withdetails of works)	Percentage of the Total Price as calculated under Term&Condi tion No. 1.2	ment Amou nt in Rs.	Period within which the installment amountistobe paid by the Allottee
Balance Booking Amount (Within 30 days of	10		Within 30 days of Registration
On Builder Buyer Agreement	10	146450	21 days from the date of demand
On Commencement of Foundation	20	292900	21 days from the date of demand
On Commencement of First Floor	15	219675	21 days from the date of demand
On Commencement Second Floor	15	219675	21 days from the date of demand
On Commencement of Third Floor	15 2	219675 2	21 days from the date of demand
On Commencement of Internal Or10	-	146450	21 days from the date of demand
On Offer of Possession		73225 2	21 days from the date of defining

4.5 revision/withdrawal, once granted to an Allottee by the Promoter. provision for allowing rebate and such rate of rebate shall not be subject to any annum for the period by which the respective installment has been preponed. The installments payable by the Allotteeby discounting such early payments @ 5 % per The Promoter may allow, in its sole discretion, a rebate for early payments of

4.6 sale is affected) in respect of the Unit/ Plot without the previous written consent of be in conformity with the advertisement, prospectus etc., on the basis of which fittingsandamenitiesdescribed herein at Schedule '5' and Schedule '6' (which shall It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and then nature of fixtures,

the Allottee as per the provisions of the Act:

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

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within 45 days with interest from the date when such an excess amount was paid be recalculated upon confirmation by the Promoter (Ethere is reduction in certificate the granted by the competent authority, by furnishing details of the by the Allottee. If there is any increase in the carpet area, which is not more than charges, if any in the carpet are 1. The Total Price payable for the carpet area shall Allottee after in construction of the building is complete and the occupancy Payment Plan as provided in this Agreement. All these monetary adjustments shall three percent of the carpet area of the Apartment, allotted to the Allottee, The Promotershall confirm to the final carpet areas that has been allotted the be made at the same rate per square feet as agreed in Clause 4.2 above. Promoter may demand that from the Allottee as per the next milestone of the

4.8 charges, the Allottee shall have the right to the Apartment/ Plot as mentioned execution of the Sale Deed, and upon payment of the Total Price and related Clause20.3 the Promoter agreed and acknowledges, that upon

(ii) The Allotteeshall also have undivided proportionate ownership and share in \equiv The Allottees hall have exclusive ownership of the Apartment/Plot;

or hindrance to them. It is clarified that the Promoter shall handover the common with other occupants and maintenance staff etc., without causing any inconvenience and cannot be divided or separated, the Allotteeshall use the common areas, along common areas. Since the share/ interest of Allotteein the common areas is indivisible areas to the Maintenance Society after duly obtaining the completion certificate

from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting wiring, electrical connectivity to the Apartment, lift, water line and plumbing, development charges, external development charges, taxes, cost of providing electric includes cost for providing all other facilities, amenities and specification to be equipment in the common areas, maintenance charges as per Clause 25 etc. and

provided within the Apartment/ Plot and the Project;

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 $^{\prime}$ (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/Plot.

4.9 Governing the said Land and is not a part of any other project or zone and shall not a part of apart of and/or linked/ combined with any other project inclusivisinity or It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with garage/ covered parking shall be treated as a single indivisible unit for otherwise except for the purpose of integration of infrastructure for the benefit of only for use and enjoyment of the Allottee of the Projective Janes the Allottee. It is clarified that Project's facilities and amenities shall be available urposes. Itis agreed that the Project is an independent, self-contained Project

4.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance encumbrances and such other liabilities payable to competent authorities, banks failstopetalomania the outgoings/ dues collected by it from the Allottee or any the Allottee(s), the Promoter agrees to be liable, exenteratetransferorthe property, liability, mortgage loan and interest thereon before transferring the Apartment to whom they are payable and be liable for the cost of any legal proceedings which topaysuch outgoings/ dues and penal charges, if any, to the authority or person to may be taken therefore by such authority or person. financialinstitutions, which are related to the including of the Apartment to theAllotteewhich it has collected from the mortgage loan and interest on mortgages or Project). If the Promoter

4.11 receipt of which the Promoter hereby acknowledges and the Allottee hereby towards the Total Price of the Apartment/ Plot at the time of application the SixThousand Four Hundred Fifty Only)as booking amount beingpart payment payment plan at Clause 4.4 above as may be demanded by the Promoter within agrees to pay the remaining price of the Apartment/ Plot as prescribed in the has paid a some of Rs. 1,46,450/- (Rupee- One LakhForty-

the time and manner specified therein.

Provided that if the Allotteedelays in payment towards any amount which is payable, he shall be liable to pav interest at the rate prescribed in the Rules. The obligations of the Allotteeto pay the and Sixamount and the liability towards

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interest as aforesaid may be reduced when mutually agreed to between the promoter and the Allottee(s).

5. MODEOFPAYMENT:

5.1. Jaipur. online wise 4.4 above through account payeecheque/demanddraft/banker's cheque or The Promoter, within the stipulated time as mentioned in the payment plan at ction milestones, the Allottee shall make all payments, on written demand payment (as applicable)infavorofPureAwas to the terms of the Agreement and the Promoter abiding by the s Developers ELP payable at

- 5.2. Any payments made by such cheques / demand drafts/bay orders/banker cheques the Promoter's bank and credited to the Promoter's bank account. shall be considered valid until only after such instruments have been honoured by
- 5.3. In the event of dishonour of any cheque/demand draft/pay order/ banker's cheque pertaining to the amount payable in terms of the Payment Plan, a sum of INR.500/-Allotteein respect of each such cheque/ demand draft/pay order/banker's cheque. (Rupees Five Hundred Only) towards administrative charges will be charged to the
- 5.4. Breach of clause 5.1 will be an event of default in terms of clause 20.3

EXECUTION AND REGISTRATION OF SALE DEED:

- 6.1.title of the Unit absolutely in favour of the Allottee(S). instruments shall be executed and registered by the Promoter so as to transfer the Allotteein terms of this Agreement, the Sale Deed Upon receipt of Total Price and/or other dues and charges and/or other requisite payable by the
- 6.2. The Promoter shall determine the registration date for affecting the registration of such registration date in writing to the Allottee at least 7 (seven) days in advance transfer of ownership of the Unit to the Allottee \emph{vide} the Sale Deed and shall notify (hereinafter referred to as "Intimation").
- The Allottee or his authorized representative shall attend and execute the Sale Sale Deed on the said date, the Allotteeshall notify the Promoter of such inability in the Allottee or his authorized representative is unable to attend and execute the Deed on the said date in the office of concerned registering authority. In the event writing at least 3 (three) working days in advance of the registration date and the

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parties shall mutually determine and agree on a fresh registration date.

Built-Up Area per month for the entire period of such delay. The Allotee(s) should ensure that the registration of Sale Deed should take place liable to pay the Promoter compensation @ Rs 5/- (Rupees five only) per sq. ft. of event of failure of the Allotteeto register the Sale Deed within such time he shall be within 30 (thirty) days of the Intimation being received by the Allottee and in the

COMPLIANCEOFLAWSRELATINGTOREMITTANCES:

- 7.1. Regulation of the Reserve Bank of India or any other applicable law. FEMA or statutory enactments or amendments thereof and the Rules and provided interms of the Agreement shallbe madeinaccordance with the provisions of fulfil its obligations under this Agreement. Any refund, transfer of security, if Promoter with such permission, approval which would enable the Promoter to acquisition/ sale/ transfer of immovable properties in India etc. and provide the thereof and all others applicable laws including that of remittance of payment, Act, 1999 ("FEMA"), ReserveBankof India Act, 1934 ("RBIAct") and the Rules and Regulation made thereunder or any statutory amendments or modifications made with the necessary formalities as laid down in Foreign The Allottee, if he resides outside India, shall be sole Varesponsible for complying Exchange Management
- 7.2. amended from time to time he/ she may be liable for any action under FEMA or other laws as applicable, as part to comply with the applicable guidelines issued by the Reserve Bank of India, The Allottee understands and agrees that in the event of any failure on his/ her
- 7.3. withnecessary formalities if any, under the applicable laws. The Promotershall not of the said Apartment/ Plot apply for herein in any way and the Promoter shall be be responsible towards any third-party making payment/remittances on behalf of theAllotteetointimatethe same inwriting to the Promoters immediately andcomply subsequent to the signing of this Agreement, itshallbe thesoleresponsibilityof Allottee and such third party shall not have any right in the application/allotment regard. Whenever there is any change in the residential status of the Allottee above. The Allottee shall keep the Promoter fully indemnified and harmless in this The Promoter accepts no responsibility in regard to matters specified in Clause 7.1 issuing the payment receipts in favour of the Allottee only.

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ADJUSTEMENT/APPROPRIATIONOFPAYMENTS:

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

TIMEISESSENCE:

- 9.1. handing over the Apartment/ Plot to the Allottee and the common areas to the disclosed at the time of registration of the Project with the Authority and towards The Promoter shall abide by the time schedule for completing the Project as Maintenance Society or the competent authority, as the case may be
- and other charges, deposits and amounts payable by the Allotee as per this The Allotee agrees that time is of essence with respect to payment of Total Price perform/observe all the other obligations of the Allotee under this Agreement. Agreement and/or as demanded by the Promoter from time to time and also to

10. CONSTRUCTIONOFTHEPROJECT:

- 10.1. The Allottee has seen the proposed layout plan, specifications, amenities and Head Office atGurgaon and are available for review at any reasonable time, with acknowledged by the Allottee that the said documents are kept at the Promoter's designs, specifications of the Unit made available to him for review. It is also specification, amenities and facilities annexed along with this Agreement which has Allotteehereby acknowledges that he has examined and accepted the Layout Plans, been approved by the competent authority, as represented by the Promoter. The facilities of the Apartment/Plot and accepted the floor plan, payment plan and the
- 10.2. The Promoter shall develop the Project in accordance with the said layout plans, shall not have an option to make any variation/ alteration/ modification in such density norms and provisions prescribed by the relevant building bye-laws and the competent authorities and shall also strictly abide by the bye-laws, FAR, and Agreement, the Promoter undertakes to strictly abideby such plans approved by floor plans and specifications, amenities and facilities. Subject to the terms in this plans, other than in the manner provided under the Act, and breach of this clause by the Promoter shall constitute a material breach of this Agreement.

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and /or specifications, as and when required, on account of sanction / revision of However, the Allottee(s), hereby, agrees that the Promoter shall have the right to discretion of the Promoter or due to technical reasons site conditions or any other building plans by the concerned government authorities or otherwise at the make such variations, additions, alterations and modifications in the Layout Plan Ownership Act and the Act. ostiph of the Unit, increase / decrease in size the gof, change in floor plan, layout or number thereof, in a manner and the same may include (but shall not be dimited to) change in the TO THE WAR JANGER OF THE PARTY as provided under Rajasthan Apartment

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10.4. The Promoter also reserves the right to develop the surrounding areas (falling correspondingly. respect of the same and the Agreement shall stand modified to this effect outside the ALLOTEE's Unit). The ALLOTEE(S) shall have no right of objection in

10.5. It is agreed and understood by the Allotee(s) that the Built Up Area of the Unit variation/additions/alterations/deletions/modifications etc. alternations/modifications resulting in \pm 2%(two percent) change in the Built Up indicated in this Agreement is tentative and may vary from final Built Up Area of Area indicated in this Agreement /Layout Plan on account of design or statutory and Allotteeagrees Allotteehereby that the Promoter may affect variations/ gives his consent

refunded any excess amount or be required to pay additional Total Price, as the the change (decrease or increase) in the Built-up Area and the Allotee(s) shall be Provided that in case of any major alteration / modification resulting in more than Agreement, the Total Price of the Unit shall be adjusted on $\emph{pro-rata}$ basis based on (two percent) change in the Built-Up Area of the Unit as indicated in this

case maybe.

11. POSSESSIONOFTHEAPARTMENT/PLOT:

11.1. Schedule for possession of the said Apartment of Plot –

 \equiv or the competent authority or the Allottee, as the case may be, is these senceof this Apartment/ Plot to the Allottee and the common areas to the Maintenance Society The Promoter agrees and understands that timely delivery of possession of the Agreement. The Promoterassures to handover possession of the Apartment/ Plot

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Allottee

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the regular development of the real estate project (*"Force Majeure")*. drought, fire, cyclone earthquake or any other calamity caused by nature effecting facilities of the Project in place on, unless there is delay or fallure due to war, flood, along with ready and complete common areas with all specifications, amenities and

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(ii) Id however, the completion of project is delayed due to the Force Majeure contract to be implemented. such Force Majeure conditions are notion a nashrelyhich make it impossible for the extension of time for delivery of possession of the partment/ Plot, provided that sunditions then the Allottee agrees that the Promoter shall be entitled to the ON PAR JANGE

(III) The Allotteeagrees and confirms that in the event it becomes impossible for the interest within 45 (forty-five days) from that date. the Allotteethe entire amount received by the Promoter from the Allottee with conditions, then this allot ments hall stand term in a ted and the Promoters hall refund topromoter Implement the project due õ

(Iv) The Promoter shall intimate the Allottee about such termination at least 30 (thirty) dischargedfromallitsobligationsand liabilities under this Agreement. against the Promoter and the Promoter shallbereleased bytheAllottee,theAllotteeagreedthatthe/sheshallnothave any rights, prior to such termination. After refund of the money claims

11.2. Procedure for taking possession-

 \equiv Allotteein terms of this Agreement to be taken within 2 (two) months from the authority shall offer in writing the possession of the Apartment/ Plot, to the The Promoter, upon obtaining the occupancy certificate from the competent

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date date of issue of occupancy certificate.

 $\widehat{\Xi}$ The Promoter agrees and undertakes to indemnify the Allotteeincase of failure after the issuance of completion certificate for the Project. The Promoter shall charges as determined by the Promoter/ Maintenance Society, as the case maybe, Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance offulfilment ofany of theprovisions,formalities, documentation on part of of issue of occupancy certificate.

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the Allottee atteatime of conveyance of the same. handover the occupancy certificate of the Apartment/ Plot, as the case may be,

11.3. Failure of Allottee to take possession of Apartment/ Plot-

(i) Upon receiving a written intimation from the Promoter as per Clause No. 10.2 (i). Wescribed in this Agreement and Apartment/ Plot to the Allottee(s) RAR JAR above, the Allotteeshall take possession of the Apartment/ Plot from the Promoter be executing necessary indemnities, undertakings and such other documentation as the Promoter Shall give possession of the

(ii) In asperClauseNo.10.2above, maintenance charges as specified under Clause No. 10.2 (ii). Above. the Allottee such fails Allottee ಠ shall continue possessionwithinthetime to be liable to pay

 $\widehat{\Xi}$ If the Allottee fails to take the possession of the Unit as aforesaid within the time the Allottee and the Promoter shall have no liability or responsibility in respect limit prescribed by the Promoter in its notice, the Unit shall be at the risk and cost of

(iv) It is further agreed that in the event of his/her failure to take possession of the Unit/ any delay of full one month or any part thereof for the entire period of delay. calculated @ Rs.5/- (Rupees five only) per sq. ft. of the Built Up Area per month for the condition that the Allotteeshall pay to the Promoter liquidated damages the Allotteein taking possession of the Unit in the manner as stated in this clause on clauses of this Agreement and at its sole discretion, decide to condone the delay by this Agreement or the Promoter may, without prejudice to its rights under any of the cancel this Agreement and avail the remedies as are available in law and in terms of Commercial Shop in the manner as aforesaid, the Promoter shall have the option to

3 and reasonable damages which the Promoter will suffer on account of delay in taking The Allottee acknowledges that the liquidated damages stipulated above are just, fair

Possession of the Allottee- After obtaining the occupancy certificate and handing

11.4. responsibility of the Promoter to handover the necessary documents and plan, over physical possession of the Apartment/ Plot to the Allottee, it shall be the including common areas to the Maintenance Society or the competent authority,

as the case may be, as per the local laws:

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after obtaining the completion certificate Society or the competent authority, as the case may be, within 30 (thirty days) necessary documents and plans, including common areas, to the Maintenance provided that, in the absence of any local law, the Promoter shall handover the

11.5. Possession of the common area: It is agreed by the Parties that the ALLOTEE(S) shall/have no right to claim partition of the Common Areas and Facilities and the ALLOTEE(S) except a limited right of uses subject to payment Mall charges. Agency appointed by the Promoter and the same is not intended to be given to the possession thereof shall always remain with the Promoter and/or the Maintenance

11.6. Cancellation by Allottee- The Allotteeshall have the right to dancel/withdraw his

allotment in the Project as provided in the Act

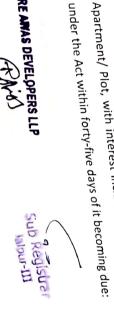
booking amount paid for the allotmentie. amounts up to 10% (ten percent) of the without any fault of the Promoter, the Promoter herein is entitled to forfeit the provided that where the Allottee proposes to cancel/withdraw from the Project the Promoter to the Allottee within45 (forty-five) days of such cancellation. Total Price. The balance amount of money paid by the Allotteeshall be returned by

11.7. Compensation -

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

(ii) Except for occurrence of a Force Majeure event, if the Promoter fails to complete or suspensionorrevocation orexpiry oftheregistrationundertheprovision soft he Act; terms of this Agreement, duly completed by the day specified in Clause 11.1 above; is unable to give possession of the said Apartment/ Plot (A.) in accordance with the orforanyotherreason;thePromotershallbe liable, on demand to the Allottee, in case under any law for the time being in force. remedy available, to return the total amount received by him in respect of the the Allottee wishes to withdraw from the Project, without prejudice to any other Apartment/ Plot, with interest including compensation in the manner as provided of hisbusinessasaPromoter

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from all its obligations and liabilities under this Agreement. etc. against the Promoter and that the Promoter shall be released and discharged provided that pursuant to such payment, the Allottee shall have no rights, claims

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Till the handing over of the possession of the Apartment/ Plot, which shall be paid which both Parties agree is a just and equitable estimate of the damages that the Allotteemay suffer and the Allotteeagrees that its hall have no other rights/claims such delay beyond the extended period as permitted under this Agreement, in default under any clause of this Agreement, compensation@ Rs. 5/- (Rupees by the Promoter to the Allottee within forty-five days of it becoming due. In such five only) per sq. ft. of the Built-Up Area of the Unit per month for the period of event, the Promoter shall pay to the Allottee(S)) subject to the Allotteenot being the Project, the Promoter shall pay the Allottee interest for every month of delay, provided, further, that where, if the Allottee does not intent to withdraw from

whatsoever in this regard.

unaltered and the payments shall be required to be made in accordance with the months as indicated above, the payment obligations of the Allotteeshall remain able to offer possession of the Unit Period within the extended period of 6 (six) For the avoidance of doubt, it is clarified that in the event that the Promoter is

RIGHT TO RAISE FUNDS:

Payment Plan.

12.1.

12. The Promoter shall have no objection if for buying the Unit, the Allotteeraises

the Promoter is a party to such financial arrangement. funds/loans from financial institutions or bankers. Provided however, in the event

It is clarified that the Allotteealone shall be responsible for making timely and regular payment of loan instalments to the financial institution $\!\!/$ bank and shall be

The Promoter shall not be responsible for rejection of the ALLOTTE(S) loan promoter owing to any default on part of the Allottee(5). liable to indemnify the Promoter for any consequential loss suffered by the

application and/or any delaying approval/disbursement of the loan amount and the Payment Plan and the other terms and conditions of this Agreement shall

12.4. It is further clarified that if an Allottee proceeds to cancel/withdraw his allotment

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permitted to seek as per the Act and under this Agreement. Unit, be a ground to seek a refund of the amounts the Promoter is lawfully from the Project, at no juncture shall his inability to raise funds for purchase of the

13. PROMOTER'SRIGHT TO RAISE FINANCE:

18/100

13.1. The Allotteeshall have no objection to the Promoter raising finance/loan from any mancial institution/ bank by way of mortgage/charge/securitization of receivables execution of the Sale Deed in favour of the Allottee(३)रूपक, जर्म condition that the said Unit shall be free from all encumbrances at the time of or in any other mode or manner by charge/ mortgage of the Unit subject to the

13.2. In such an event the Promoter/ financial institution/ bank shall always have the by the Allotteeor in respect of any loan granted to the promoter for the first charge on the said Unit for all their dues and other receivables sums payable construction of the said Unit. STRAR JAIPUS

PAYMENT OF CHARGES:

the date of offer of possession of the Unit being made to the Allotteeby the and other such charges as may be applicable to the Unit after 30 (thirty) days from government levies /charges, electricity, water, gas, utility, house tax, property tax Promoter. However, it is clarified before the date of offer of possession shall not be borne by the Allottee unless specified herein. That the Allotteewould be absolutely and unconditionally bound to

15.

15.1. All payments and charges stipulated under this Agreement are exclusive of applicable taxes and all such applicable taxes and increase thereof shall be payable by the Allottee as and when demanded by the Promoter.

15.2. In the event any change in law is affected by the government after the possession shall be entitled to claim such amount in full from the Allottee within 3(three) called) for the transactions undertaken in terms of this Agreement, the Promoter any additional tax (VAT, Service tax or any other indirect tax, by whatever name of the Unit being handed over to the Allottee and the Promoter is required to pay years from the Registration Date. For the avoidance of doubt, it is clarified that such payment obligation shall be binding on any Person to whom the Unit may be

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370

RIGHT OF ALLOTTEE TO TRANSFER:

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16.1. The Allottee shall have the right to transfer the Unit in favour of a transferee/ vendee of his choice, subject to:

vendee/ transferee of the Allottee/s/choice; and the Promoter, at its sole discretion, permitting such transfer of rights and interests accruing to the Allotteein, the Unit in terms of this Agreement to a

that the parties have agreed to abide by in writing. the proposed transfer not being in derogation of any contractual terms

16.2. payment of the amounts specified in Clause 16.4 below. from the Promoter and other necessary documents by the ALLOTTE(S) and the

16.3. The letter of request in this regard should be duly signed by all the concerned parties and be accompanied by a no objection letter/certificate from the financial institutions/bank. Amount or part thereof was made by the Allottee by raising funds/loans from any concerned financial institutions or bankers, in case the payment of the Booking

16.4. The Promoter shall not permit any such transfer unless all dues accruing to the of IFMS or other charges are p_{ϵ} id by the Allottee and the Allotteehas received a Parties that the Promoter may, in its sole discretion, disapprove any such request Promoter in terms of the Payment Plan, Maintenance Charges and/or the deposit for transfer without assigning any $\mathfrak{r}\textsc{eason}$ thereof. "No Dues Certificate" from the Promoter in this regard. It is agreed between the

16.5. If a written consent is given by the Promoter to the Allottee (s) for such transfer in

additional amounts for each such transfer: terms of this Agreement, the same shall be subject to the payment of the following

 $\widehat{\Xi}$ For transfer between blood relations (such as parents, spouse, children and charges of Rs 15000/- (Rupees Fifteen Thousand Only). siblings (to the exclusion of the cousins) of the Allottee(S)) - Administrative

Third party transfer – [BSP]the prevailing market price of the Unit, at the time of transfer and Transfer Charges, 6.5% (Six-point five percent) of

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Administrative Charges of Rs 15000/- (RupeesFifteen Thousand Only)

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(iii) It is also understood and agreed by the Parties that in the absence of relevant proof for establishing the relationship in terms of Sub Clause 16.1 above, accordingly. transfer shall be deemed to be to third person and shall be charged

NO CLAIMS AFTER POSSÉ

whatsoever, except for the manner provided under this Agreement and the or for any design, specifications, building materials used or for any other reason work in the Unit which may be alleged not to have been carried out or completed from bringing/ initiating any claim against the Promoter in respect of any item or Upon the Allotteetaking possession of the Allotteeshall be entitled to the use and occupation of the Unit without any Subject to interference from the Promoter. the terms and conditions stipulated under this Agreement, the the Allottee shall be estopped

18. REPRESENTATIONSANDWARRANTIESOFTHEPROMOTER

The Promote rhere by represents and warrants to the Allottee as follows:

- The Promoter has absolute, clear and marketable title with respect to the said absolute, actual, physical and legal possession of the said Land for the Project; Land and the requisite rightsto carry out development uponthe said Land and
- 18.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out develop, nent of the Project;
- $\widehat{\Xi}$ There are no litigations pending before any Court of law or Authority with respect TherearenoencumbrancesuponthesaidLandorthe Project;
- $\widehat{\Xi}$ All approvals, licenses and permits issued by the competent authorities to the said Land, Project or the Unit;
- $\widehat{\Xi}$ The Promoter has the right to enter into this Agreement and has not committed or shall, at all times, remain to be in compliance with all applicable laws in relation to obtained by following due process of law. Further, the Promoter has been and respect to the Project, said Land and Unit are valid and subsisting and have been the Project, Unit and common areas;

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> Allottee created herein, may prejudicially be affected; $_{
> m omitted}$ to perform any act or thing, whereby the right, title and interest of the

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The Promoter has not entered into any agreement for sale and/or development

respect to the said kanoning the Reject and the said Unit which will, in any agreement or any other agreement / arrangement with any person or party with

manner, affect the rights of Allottee under this Agreement; whatsoever from selling the said Unit to the Allotteein the manner contemplated The Promoter confirms that the Propoler is not restricted in any manner

in this Agreement; PAR JAIPUS

(vii) At the time of exacution of the conveyance deed the Promoter shall handover common areas to the Maintenance Society; lawful, vacant, peaceful, physical possession of the Unit to the Alloctee and the

(viii) The Schedule Property is not the subject matters of anyHUF and that no part thereof is owned by any minor and for no minor has any right, title and claim over

(X) The Promoter has duly paid and shall continue to pay and discharge all the Schedule Property;

and possession of the Apartment/ Plot along with common areas (equipped with Project to the competent authorities till the completion certificate has been issued orpenalties and other outgoings, whatsoever, payable with respect to the said rates, charges and taxes and other monies, levies, impositions, premiums, damages a: id/levies, charges and taxes and other monies, levies, impositions, premiums, damages a: id/levies, charges and taxes and other monies, levies, impositions, premiums, damages a: id/levies, levies, leand the Maintenance Society or the competent authority, as the case may be; all the specifications, amenities and facilities) has been handed over to the Allottee

X No notice from the Government or any other local body or authority or any acquisition or requisition of the said property) has been received by or served legislative enactment, government order, notification (including any notice for upon the Promoter in respect of the said Land and/or the Project.

REPRESENTATIONS AND WARRANTIES OF ALLOTTEES:

19.

 ${\mathfrak T}$ he Parties hereby agree and covenant with each other as under: -That the Allotteeshall pay the Tota $\mbox{\scriptsize I}$ Price and other charges as stipulated under the Agreement witnin the stipulated period in terms of the Payment

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- 19.2. That the Promoter shall execute and issue a separate letter to the subsequent to payment of Total Price and/or other dues and charges; Allotteewith respect to handing over of the possession of the Unit
- 19.3. the Allottee(S); That the Promoter shall issue a receipt in respect of each payment made by
- 19.4. That the Allotteeshall not go anything to the Unit by way of addition, architectural value, structure or the engineering stability and the appearance nuisance to other owners and/or occupants or which may affect the alteration or demolition or of the Unit; any act which may cause, damage and/or
- 19.5. publicity or advertisement material, hanging of clothes etc., on the external That the Allotteeagrees not to put up any name or sign board, neon-light, Common Areas and Facilities of the Complex; façade of the building or anywhere on the exterior of the building or in the
- 19.6. not plant any trees which may in any manner block the view of any other unit painting of the exterior side of the doors & windows etc., or carry out any That the Allotteeagrees not to change the color scheme of the outer walls or Area and Facilities shall be carried out by the Promoter/ Maintenance Agency in the Complex. It is clearly understood that all plantation in the Common change in the exterior elevation or design of the Unit. That the Allottee shall
- 19.7. appurtenances thereto or belonging thereto, in good and tenantable repair shall keep the Units, its walls and partitions, sewers, drains, pipes and That the Allotteehereby covenants to the Promoter that he at his own cost, and maintain the same in a fit and proper condition;
- 19.8. That the Allotteeshall ensure that the support, shelter etc. of the Unit is in no way damaged or jeopardized;
- 19.9. That the Allotteeshall neither himself do, nor permit or suffer anything to be done in any manner to the Unit or any part thereof which would violate any rules, bye-laws of the concerned authorities or any law for the time being in

For PURE ANAS DEVELOPERS LLP

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Auth. Signatory







force, or any rule or notification issued by the local or other authority;

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19.10. That the shall adhere to the timing and duration of such works as may be stipulated Allottee(S)/ occupants are noted surbed by such works; by the promoter while according the approval to ensure that the other Promoter/Maintenance Agency to carry out interior works in the Unit and Allotteeshall require the prior approval of

19.11. Subject to the terms and regard to the same: Units on the Groupd Floor which have any Additional Built-Up Area and/or Additional Plot Area shall have the following rights and obligations with gonditions of this Agreement, the Allotteeof the

 Ξ or protest; and thereof as part of the Total Price in terms of the Payment Plan without any demur Allotteehereby agrees to pay such applicable Additional Area Charges (ALC) respect Up Area and/or Additional Plot Area based on the location of the Unit and the the Allottee understand(s) that certain Units in the Complex have Additional Built-

 $\widehat{\Xi}$ always keep the Promoter harmless and indemnified for any loss and damages in That-the Allotee(s)shall not keep any hazardous, explosive, inflammable chemicals/ material etc.; in the Unit which may cause damage to the building. The Allotteeshall

respect thereof;

 \equiv Complex without the prior written consent of the Promoter; permit any other person or entity to provide such services in respect of the Agency to provide maintenance services pertaining to the Complex and shall not That the Allotteeshall engage only the Promoter and/or its nominated Maintenance

That the Allotteeshall not create any mischief and shall not do any act or omission

occupants in the Complex; could disturb the peace, serenity, tranquility of the Complex or of other

3 That the Allotteeshall be responsible for any loss or damage arising out of breach of Promoter with respect to any other matter contained in this Agreement; and installments as stipulated in the Payment Plan payable in respect of the Unit shall Notwithstanding anything contained elsewhere, it is expressly understood that the unabated irrespective of any issues between the Allottee and

For PURE AWAS DEVELOPERS LLP Auth. Signatory

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any of the conditions stipulated hereunder.

20.

EVENTSOFDEFAULTSANDCONSEQUENCES:

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

at the time of registrationof the Project with the Authority. For the purpose of Flat to the Allotteewithin the time period specified in cluse 11.1 above in this Agreement orfails to complete the Project within the stipulated time disclosed this clause, 'ready to move in possession' shall mean that the Apartment or certificate, as the case may be, has been issued by the competent authority; the provision of all specifications, amenities andfacilities, as agreed to Flat shall be in a habitable condition which is complete in all respects including between the parties, The Promoter fails to provide ready to move in possession of the Apartment and for which occupation certificate and completion

- $\widehat{\Xi}$ Discontinuance of the Promoter's business as a Promoter on account of the Act or the rules or regulations made thereunder. suspension or revocation or expiry of his registration under the provisions of
- 20.2. In case of default by the Promoter under the conditions listed above, Allottee is entitled to the following: -
- =: the Promoter shall be liable to refund the entire money paid by the Allottee If the Allotteestopsmaking payments, the Promoter shall correct the situation Stop making further payments to the Promoter as demanded by the Promoter. The Allotteeshall have the option of terminating the Agreement in which case the Allottee be required to make the next payment without any interest; or by completing the construction/ development milestones and only thereafter
- interestfortheperiodof delay till the hand \inf over of the possession of the Provided that where an Allottee does not intend to withdraw from the Project with interest within forty-five days of receiving the termination notice: under any head whatsoever towards the purchase of the Apartment, along Apartment/ Plot, which shall be paid by the Promoter to the Allottee within Agreement, he shall be paid, by the Promoter,

20.3. The Allotteeshall be considered under a condition of default, on the occurrence of

the following events:

For PURE AWAS DEVELOPERS LLP

Auth. Signatory





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In case the Allottee fails to make payments for [2] consecutive demands made that regard, the Allotteeshall be liable to-pay interest to the Promoter on the as per the payment plan stated above, despite having been issued notice in by the Promoter within 45 days of such instalment becoming due and payable unpaid amount; जिस्सायक, जिल्ला

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 \equiv If the payment of the instalment lis not made within 45 days of it becoming due Promoter by giving thirty (30) days written notice to the Allotteeto rectify the default as specified in that notice; and payable, the allotment may be cancelled at the sole discretion of the

(iii) Failure to pay stamp duty, registration, IMFS or any other charges demanded by Promoter in terms of this agreement;

(iv) Failure to perform and observe any or all of the Allottee's obligations under document/ undertakings etc. or to perform any other obligation set forth in the Agreement including but not limited to failure to execute any other deed/ any other agreement entered into with the Promoter in relation to the Unit.

3 Failure to take possession of the Unit within the time stipulated by the

Promoter.

(vi) Failure to execute the Sale Deed within the time stipulated by the Promoter.

(vii) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, IFMS or any increases in respect thereof, as demanded by the Promoter/Maintenance Agency.

(viii)Assignment of this Agreement or any interest of the Allotteein this Agreement without prior written consent of the Promoter.

(ix) Dishonour of any cheque(s) given by the Allotteefor any reason whatsoever.

Any other acts, deeds or things which the Allotteemay commit, omit or fail to

amounts to an event of default and the Allotteeagrees and confirms that the perform in terms of this Agreement which in the opinion of the Promoter decision of the Promoter in this regard shall be final and binding on the

 $(xi) \ \ In case of default by All ottee under the conditions listed above continues for a period by the conditions of the conditions of$ eyond[75(seventy-five) days] from the defaultthePromoter may cancel the

For PURE ARVAS DEVELOPERS LLP

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thereupon stand terminated: actual amount paid, whichever is higher, subject to maximum of 10% (ten money paid to him by the Allotteeby deducting the booking amount or the allotment of the Apartment/ Plot in favour of the Allotteeand refund the percent) of the Total Price, and the interest liabilities and this Agreement shall

at least thirty days prior posuch termination. provided that the Promoter shall intimate the Allottee about such termination

Allotteewithout any interest, within three (3) months of such cancellation. maximum of 10% (ten percent) of the Total Price, shall be refundable to the booking amount or the actual amount paid, whichever is higher, subject to or on the amount paid till such time. The balance amount after deducting the Upon such cancellation the Allotteeshall be left with no right or lien on the Unit

address with the Promoter as filled up in the Application (as applicable) shall be employees and the Allotteeshall not raise any objection or claim on the full and final discharge of all the obligation on the part of the Promoter or its The dispatch of said cheque by registered post / speed-post to the last available

Promoter in this regard.

such price, in such manner and on such terms and conditions as the Promoter or otherwise dispose of the Unit to any other person/party whomsoever, at Upon the cancellation of the allotment, the Promoter shall be at a liberty to sell Allottee (s) shall not be entitled to raise any objection or dispute in this regard. may in its sole, absolute and unfettered discretion think fit and proper and the

It is agreed between the parties that the Promoter shall adjust the amount due from the Allotteefirst towards the interest due, if any, and then towards the

Total Price.

Condonation of Delayed Payment:

21.1. In exceptional circumstances, the Promoter may, at its sole option and discretion, condone the delay in payment as per the Payment Plan on the condition that the ALLOTEE(s) shall pay to the Promoter interest to be charged on the amounts in default from the day of such payment becomes due and payable at SBI highest

marginal cost of lending rate + 2% (two percent).

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For PURE AWAS DEVELOPERS LLP



in the event of the Promoter exercising its rights in terms of this provision by delayed payments. Each case shall be examined individually by the Promoter. and such an act would not confer any right to the Allotteein respect of any other no right, whatsoever, would accrue to any other defaulting Aliotteeon that account waiving the right of forfeiture/cancellation and accepting payment with interest,

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21.3. The discretion of cancellation of the allotment/termination of the Agreement or acceptance of the delayed payment with interest shall exclusively vest with the on the Allottee(S). promoter and all decisions by the Promoter in this regard shall be final and binding

22.

CONVEYANCEOFTHESAIDAPARTMENT/PLOT: under the Agreement from the Allottee shall execute a conveyance deed and occupancy certificate and thecompletion certificate, as the case may be, to the share in common areas within three months from the date of issuance of the convey the title of the Apartment/ Piot together with proportionate indivisible

shall be carried out by the Promoter within three months from the date of issue of provided that, in absence of local law, the conveyance deed in favor of the Allottee

occupancy certificate.

provided further that, in case the Allottee fails to deposit the stamp duty, his/her favor till payment of stamp duty and registration charges to the Promoter is Allotteeauthorizesthe Promoter to withhold registration of the conveyance deed in registration chargeswith in the period mentionedin thedemandnotice,letter,the made by the Allottee(s).

23. PAYMENT OF COSTS:

and legal expenses for execution and registration of the aforesaid transfer instruments in respect of the \cup nit in favour of the Allotteeto the Promoter along The Allotteeshall pay the stamp duty, registration charges and all other incidental with the demand of final payment in terms of the Payment Plan.

24. NO OBJECTIONS TO CONTINUING WITH CONSTRUCTION: The Allotteeagrees and undertakes that, before or after taking possession of the

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Sub Registrar



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to his Building or otherwise in the Complex. constructing or continuing with the construction of the other building(s) adjoining Jnit or at any time thereafter, he shall have no right to object to the Promoter

25. MAINTENANCEOFTHESAIDBUILDING/APARTMENT/PROJECT:

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25.1. services/ The Promoter shall be responsible for providing and maintaining the essential Apartment/ Plot. Project. The cost of such maintenance has been included in the Total Price of the grenance Society upon the issuance of the completion certificate of the lin the Project, till the taking over of the maintenance of the Projectby the

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25.2. The Promoter and/or the Maintenance Agency appointed by the Promoter shall Maintenance Agency) shall be included in the Maintenance Charges, the same shall the avoidance of doubt, it is clarified that while the water charges (levied by the Allottee undertakes to pay the Maintenance Charges in respect of the same. For maintain and upkeep the Common Area and Facilities Pure Awas Maintenance solutions LLP. not include the electricity charges that would be billed and levied separately by in the Complex and the

Maintenance Agency, provided that the same shall not exceed Rs. 1000 per month. date of possession or after 30 days from the date of offer of the possession of the The Maintenance Charges shall be applicable on the Allottee on or from the actual Unit by the Promoter in writing through registered post. initial Maintenance Charges shall be determined by the Promoter/

Agency, be reviewed and revised on half yearly basis depending on the cost for initial Maintenance Charges may, on the discretion of the Maintenance

rendering total maintenance services.

Maintenance being made by the Promoter at any time after the offer of possession being made maintenance and upkeep of the Common Areas and Facilities upon such request Agreement: Agreement with the Promoter/Maintenance Agency for $\ensuremath{{7}{\text{he}}}$ Allotteehereby agrees to sign and execute

25.4. Additional charges: Without prejudice to the terms of this Agreement and the Maintenance Agreement, the Allotteeagrees and binds himself to pay regularly to

For PURE AWAS DEVELOPERS LLP Maintenance Agency, any charges, taxes, levies, impositions etc. as may be

Auth. Signatory Sub Registrat



levied from time to time by any government authority.

,5. Deposit of IFMS:

- (i) That in order to secure due payment of the Maintenance Charges and other dues raised by the Maintenance Agency, the Allotteeagrees to deposit as per the Payment Plan and to always keep deposited with the Promoter and/or Maintenance Agency, the IFMS amount of Rs. 30000/- (Rupees Thirty Thousand only).
- In case of failure of the Allotteeto pay the Maintenance Charges and other dues on or before the due date, the Allotteeshall not be allowed to use the Common Areas and Facilities and Services until the Allottee duly makes payment of the Maintenance Charges within 15 (fifteen) days of demand by the Promoter/ Maintenance Agency and upon failure to do so, to pay interest @ SBI highest marginal cost of lending rate + 2% (two percent) per annum on such shortfall amount for the period of delay.
- (iii) In case of transfer of ownership of the Unit, the Allottee's IFMS shall be transferred to the new transferee. For avoidance of any doubt, the Allotteeshall ensure that the full amount of INR. 30000/- (Rupees ThirtyThousand Only) is deposited as IFMS prior to such transfer, else the Promoter shall not be liable to issue a "No Dues Certificate" to the Allottee(S).

25.6. Right to use the Common Area:

- The Allotteeagrees and understands that the Allottee's right to the use the Common Area and Facilities are subject to timely payment of the Maintenance Charges as billed by the Maintenance Agency and the performance of all obligations of the Allotteeunder this Agreement and the Maintenance Agreement.
- disconnect/discontinue any or all services and connections in the event the Maintenance Charges and/or other consumption-based charges are not paid by (ii) The the Allotteedespite the deductions from the IFMS and/or the imposition of any fee for delayed payments in terms hereof.

26.

RIGHT TO ENTRY IN THE COMPLEX: In order to maintain security in the Complex, the Promoter and/or the

For PURE AWAS DEVELOPERS LLP

B Registrar

Maintenance Agency shall be free to restrict the entry of any visitor into the Complex if such visitor appears to be a threat to the safety of the Complex. In case of insistence, the security staff of the Complex will be at liberty to call upon the Allottee(s)/lawful tenant/occupant to come to the gate and personally escort the person(s) from the gate to his Unit and assume the responsibility of escorting them out as well.

INSPECTION: 27.

The Allotteeconfirms that the Promoter/Maintenance Agency has the right of unrestricted usage of HL CANDARD TO THE CONTROL OF unrestricted usage of all-Common Areas and Facilities for providing necessary maintenance services. The Allottee acknowledges that the Promoter/Maintenance Agency shall have the right to enter into the Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Unit or the defects in the Unit above or below the said Unit. Any refusal of the Allotteeto give such right to entry will be deemed to be a violation of the terms of this Agreement and the Promoter shall be entitled to take such actions as it may deem fit.

DEFECTLIABILITY: 28.

It is agreed that in case any structural defect or any other defect in workmanship, any servicesor PromoterasperthisAgreementrelatingto such development is brought to the notice of the Promoter within a period of 5 (five) years bythe Allotteefromthedateof handingoverpossession, its hall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failureto rectify such defects within such time, the aggrieved Allotteeshall be entitled to receive appropriate compensation in the manner as provided under the Act.

RIGHTTOENTERTHEAPARTMENTFORREPAIRS: 29.

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

For PURE AMAS DEVELOPERS LLP



USAGE:

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

31. GENRALCOMPLIANCEWITHRESPECTTOTHEAPARTMENT/PLOT:

- responsible tomaintainthesaidApartment/Plotathis/herowncost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 31.2. The Allottee further undertakes, assures and grantees that he/ she would not put any sign- board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the colour scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ Plot or place any heavy hazardous or combustible goods in the Apartment/ Plot or place any heavy allottee in the common passages or staircase of the building. The Allottee shall material in the common passages or staircase of the building.
- 31.3. The Allottee will not put, fix any flex, poster, hoarding, board, pamphlet, leaflet or any other visual material in the said project,

For PURE AWAS DEVELOPERS LLP

Auth. Signatory

Sub Registrar

Allottee

boundary walls or anywhere else directly or indirectly commenting prejudicial in relation to the Promoter or putting any hindrance expressly or impliedly, physical or otherwise or by gestures or by any printed, written material or by any visual to the prospective buyers to prejudice his/her mind who intend to purchase/occupy any of the unsold flats/units of the Promoter/Owner.

- 31.4. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 31.5. Without prejudice to any other clause under this agreement, if the Allottee breaches any of the undertakings, assurances, and guarantees set forth in clause 31 of this Agreement, the Promoter shall have the right, in addition to any other rights and remedies available to it under this Agreement or at law or in equity, to take the following actions:
 - (a) Require the Allottee to immediately remedy the breach, at the Allottee's own cost and expense, to the satisfaction of the Promoter;
 - (b) Terminate this Agreement by giving written notice to the Allottee, in which case the Allottee shall forfeit all amounts paid by him/her to the Promoter, and the Promoter shall have the right to repossess the Apartment/Plot and resell the same to any other person or entity at its sole discretion.

The Allottee acknowledges and agrees that any breach of the undertakings, assurances, and guarantees set forth in clause 31 of this Agreement may cause irreparable harm to the Promoter, and that the Promoter shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available to it, to prevent or remedy any breach or threatened breach of such undertakings, assurances, and guarantees. The Allottee further agrees to pay all costs and expenses, including reasonable attorneys' fees and expenses, incurred by the Promoter in enforcing its rights under this Agreement in the event of any breach by the Allottee.

SUPPLY OF ELECTRICITY: 32.

The Promoter confirms that electricity supply shall be made available at the Complex.

For Pure AWAS DEVELOPERS LLP

Allottee

Allottee shall be required to apply for an individual electrical connection from

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USE FOR PERMITTED PURPOSE CNLY:

The Allotteeagrees to use the Unit for residential purposes or for such other purposes as may be sanctioned by the concerned authorities and not to use the same or permit the same to be used for any other purpose

34. COMPLIANCEOFLAWS, NOTIFICATIONSETC BYPARTIES:

- 34.1. The Parties are entering into this Agreement for the allotment of an Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 34.2. The Allottee shall be subject to and hereby agrees to strict compliance of Rules and Regulations that may be framed by the Promoter/Maintenance Agency for occupation and use of the Unit and the Common Areas and Facilities.
- 34.3. The Allotteehereby agrees that he shall, at all times after the offer of possession being made by the Promoter, comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the Development Authority/Municipal Authority/Government or any other Competent Authority in respect of the land on which the Unit is to be constructed, at his own cost, and the Allotteeshall keep the Promoter indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with such requirements, requisitions, demands and repairs etc.

ADDITIONAL CONSTRUCTIONS: 35.

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

PROMOTERSHALLNOTMORTGAGEORCREATEACHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the

FOT PURE ANAS DEVELOPERS LLP

Allottee

time being in force, suchmortgage for charge shall not affect the right and interest of the Allotteewho has taken or agreed to take such Apartment/ Plot/ Building.

BINDING EFFECT: 37.

Forwarding this Agreement to t'e Allotteeby the Promoter does not create a binding obligation on the part of the Promoter or the Allotteeuntil, first, the Allotteesigns and deliversthis Agreement with all the Schedules along with the payments due as stipulated inthis Agreement within 30 (thirty) days from the date of receipt by the Allotteeand second, appears for registration of the same Before the concerned Sub-Registrar as and when intimated bythe Promoter. If the Allotteefails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allotteeand/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allotteefor rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allotteein connection therewith including the booking amount shall be returned to the Allotteewithout any interest or compensation whatsoever.

BROKERAGE/COMMISSION: 38.

The Allotteeshall bear the expenses including commission or brokerage to any person for services rendered by such person to the Allotteewhether in or outside India for acquiring the Unit. The Promoter shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor the Allotteehas the right to deduct such charges from the Total P_f ice and other charges payable to the Promoter in terms of this Agreement. Further, the Allotteeshall indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this regard.

39.

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

RIGHT TO AMEND:

FOR PURE AWAS DEVEL





 ${\sf ThisAgreement may} only be {\it amended throughwritten consent of the Parties}.$

PROVISIONS ALLOTTEES: 오 SIHT AGREEMENT APPLICABLE Allottee/ SUBSEQUENT

enforceable against and by any subsequent Allottee of the Apartment/ Plot, in case intents and purposes. of a transfer, as the said obligations go along with/the/Apartment/ Plot for all the//said Apartment/ Plot and the Project shall equally be applicable to and the provisions contained herein and the obligations arising hereunder in respect of It is clearly understood and so agreed by and between the Parties hereto that all OTRAR JEW

42. WAIVERNOTALIMITATIONTOENFORCE

- 42.1. The Promoter may, at least its own option and discretion, and without prejudice to agreed by the Allottee that exercise of discretion by the Promoter in the case of Promoter to exercise such discretion in the case of other allottees. one allottee shall not be construed to be a precedent and /or binding on the waiving off of the payment of interest for delayed payment. It is made clear and so making payments as per the payment plan mentioned this Agreement including its rights as laid out in this Agreement, waive the breach by the Allottee
- 42.2. Failure on part of the Parties to enforce at any time or for any period of time the right thereafter to enforce each and every provision. provisions hereof shall not be construed to be a waiver of any provisions or of the

43. SEVERABILITY:

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

44. METHODOFCALCULATIONOFPROPORTIONATESHAREWHEREVER REFERRED TO IN

THE AGREEMENT:

For PURE ANAS DEVELOPERS LLP

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

45. FURTHERASSURANCES:

seffectuate the provisions of this Agreement or of any transaction contemplated such ins herein or to confirm or perfect any right to be created or transferred hereunder or action specifically provided for hereings may be reasonably required in order to Both Parties agree that they shall execute, acknowledge and deliver to the other pursuant to any such transaction. fruments and take such other actions, in additions to the instruments and

46. PLACEOFEXECUTION:

Allottee, in 45 after the Agreement is duly executed by the Allottee other place, which may be mutually agreed between the Promoter and Promoter through its authorized signatory at the Promoter's Office, or at some this Agreement shall be deemed to have been executed at Jaipur registered at the office of the concernedSub-Registrar having jurisdiction. Hence Promoter The execution of this Agreement shall be completed only upon its execution by the or simultaneously with the execution the said Agreement shall be

47. NOTICES:

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

Jaipur, Rajasthan-302029.	Vatika, Tehsil- Sanganer, District-Heerapura, Rajasthan-302021.	Address: Khasra nos. 475/2, of village	M/sPure Awas Developers LLP
	Heerapura, Rajasthan-302021.	Address: Khasra nos. 475/2, of village AddressW/o-Charan Singh Choudhary, 323, rajam Address: Khasra nos. 475/2, of village Behind Sweet Red Rose School, Ajmer Road Jaipur,	Allottee' sname Neha Choudhary

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

For PURE AWAS DEVELOPERS LLP

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Auth. Signatory

Sup Registrar



JOINTALLOTTEE:

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

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49. SAVINGS:

building, as the case may be, shall not be construed to limit the rights and interests of theexecutionand registration of the agreement for sale for such apartment, plot or or the regulations made thereunder. the Allottee or the Promoter under the agreement for sale, under the Act, the rules Any application, letter, allotment letter ofthe apartment, plotorbuilding,) | or any other document signed by the Allottee, athecate maybe, prior

50. ALLOTTEE'S INDEMNITY OBLIGATIONS

- 50.1. Subject to and upon the terms and conditions of this Agreement, the Allottees shall defending, settling or investigating: suffered by the Indemnified Party as a result of or arising out of prosecuting, indemnify and hold harmless the Promoter ("Indemnified Party") in respect of any all costs, claims, losses, damages and expenses which may be incurred or
- \equiv independent contractor the Promoter or any of its "Affiliates" or served as a director, officer, employee, Party is or was a director, officer, employee, independent contractor or shareholder of have been involved as a party or otherwise, arising out of the fact that the Indemnified administrative or investigative nature, in which the Indemnified Party may be or may suit or proceeding, whether formal or informal or brought by or on behalf of the any threatened, pending, or completed claim, demand, inquiry, investigation, action, corporation or other entity at the request of the Promoter; Allottee or even by third or stockholder in or for any person, party otherwise and whether of a civil, criminal, firm, partnership,
- \equiv Indemnified Party to be charged with wrongdoing or with financial responsibility for damages arising out of or incurred in connection with this Agreement; or attempt (regardless of its success) by any person to charge or cause the
- $\widehat{\Xi}$ out of or incurred in connection with this Agreement including reasonable fees and any expense, interest, assessment, fine, tax, judgment or settlement payment arising

For Pure AWAS DEVELOPERS LLP

Auth. Signatory





(before and at trial and in appellate proceedings). disbursements of legal counsel, experts, accountants, consultants and investigators

50.2. In no case shall any indemnification be provided under this Agreement to exercise of his rights under law. name or interest of the Indemnified Party against the Allottee pursuant to the lawful Indemnified Party by the Alloteein anyaction or proceeding brought by or in the

51. GOVERNINGLAW:

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

52. DISPUTERESOLUTION:

- 52.1. the respective rights and obligations of the Parties, shall be settled amicably by All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and in the manner as provided under the Act. mutual discussions, between the Parties, failing which the dispute shall be settled
- 52.2. arbitration shall be decided in accordance with Arbitration & Conciliation Act, 1996 Arbitrators shall be final and binding and courts of Delhi shall have exclusive jurisdiction. All and any awards of the The seat of arbitration shall be Delhi. The dispute, controversy or claim referred to reference to arbitration, in failure to reach the conclusion as to the sole arbitrator. appointed by mutual consent of the parties within 14 (fourteen) days of such Arbitration & Conciliation Act, 1996. The tribunal should consist of sole arbitrator either party, be referred to and finally be determined by arbitration as per the initiation of such discussion, it shall, upon the filing of a Request for Arbitration by Alternatively, if, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mutual discussion within 60 (sixty) days of the
- 52.3. The Parties agree that all or any disputes arising out of or under this Agreement or relation to any of the subjects covered by this Agreement, are inherently of a

53. FREE CONSENT

For PURE ANAS DEVELOPERS LLP





- wide open, after duly noting the consequence of the terms and conditions The Parties agree that they have entered into this Agreement freely, with eyes
- 53.2 coercion, fraud or any misrepresentation of any sort The Parties agree that this Agreement has been entered without any duress,

54 FURTHER ASSURANCES:

this Agreement or of any transaction contemplated herein of to confirm or perfect transaction. any right to as the Promoter may reasonably request in order to effectuate the provisions of actions, in addition to the instruments and actions specifically provided for herein acknowledge and deliver to the Promoter such instruments, and take such other The Allotteeagrees that the Allottee or any transferee of the Allotteeshall execute be created or transferred hereunder or pursuant to any such

signingassuchonthedayfirstabovewritten. hands and signed this Agreement for sale at Jaipur in the presence of attesting witness, IN WITNESS WHERE Of parties herein above named have set their respective

Signed and delivered by the within named Allotteein the presence of witnesses

nce of witnesses	description of witnesses		Andrew Chicago of States (1990)	
(Third-Allottee)	lottee)	(Second-Allottee)		(First-Allottee)
Signature (Name)		Signature (Name)		Signature (Name)
	ee)	(Second-Allottee)		
(Third-Allottee)		photograph		(First-Allottee)
photograph with signature across the photograph	with across the	photograph signature	signature	photograph with across the photograph
Passport size	size	Passport		Passport size

Signedanddeliveredbythewithinnamed Promoterinthep

at Jaipur on

2- Signature Signature WITNESSES Signature ForandonbehalfofM/s Pure Awas Developers LLP Promoter Name Address Address Name Sub Registrar * 34-9017 S COSTRAR JAINERS よっち

Auth. Signatory

For PURE ANIAS DEVELOPERS LLP

III-MOUTH



Annexure A

Payment Plan

S.N o	Occasion Name	Charge Type	Due %	Due Amount	CGST	SGST	Net Amount
1	Balance Booking Amount (Within30daysof	BSP	10	145000	725	725	146450
2	Registration) On Builder Buyer Agreement	BSP	10	145000	725	725	146450
3	Or Commencement of Foundation	BSP	20	290000	1450	1450	292900
4	On Commencement of First Floor	BSP	15	217500	1088	1088	219675
5	On Commencement Second Floor	BSP	15	217500	1088	1088	219675
6	On Commencement of Third Floor	BSP	15	217500	1088	1088	219675
7	On Commencement of Internal or External Plaster	BSP	10	145000	725	725	146450
8	On Offer of Possession	BSP	5	72500	363	363	73225
	Total					गंजीय	14,64,500.00

Schedule 1

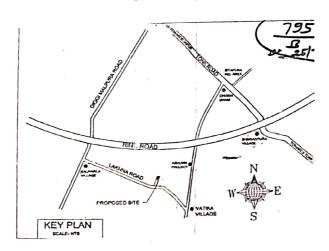
DESCRIPTION OF THE PLOT OF LAND

(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in so ment Ps)
Village Vatika, Tehsil- Sanganer,		14554
_		
District- Jaipur, Rajasthan- 302029		

Other details of the location of the Project- Location is close to Lakhna Road, Vatika.

Location Map



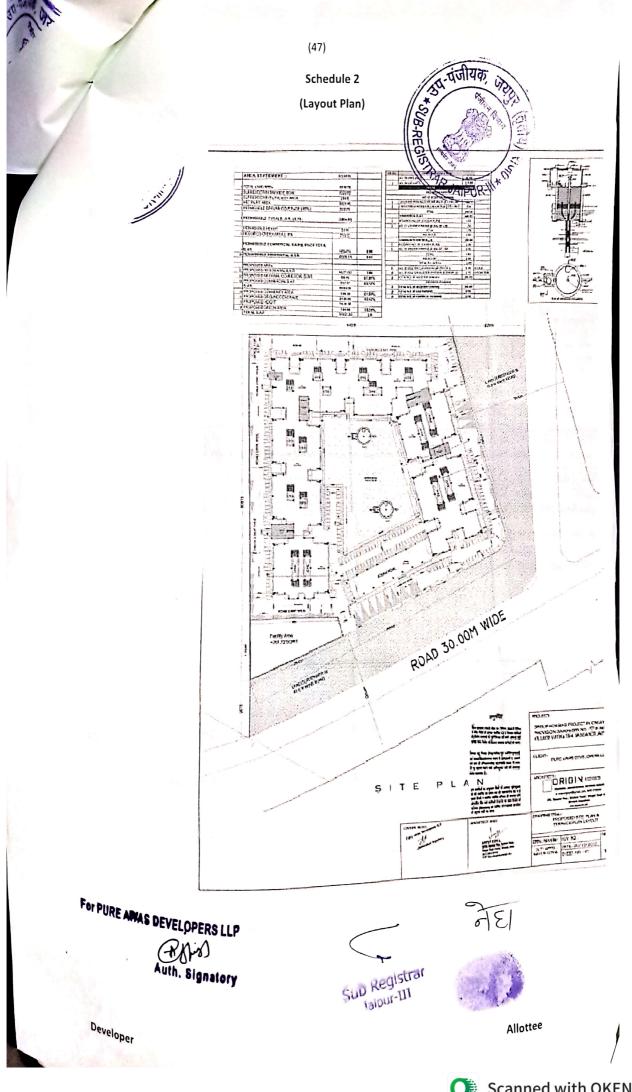
FOR PURE AWAS DEVELOPERS LLP

Auth. Signatory

Sub Registrar



Allottee



Schedule 3

The details of Floor plan of the Apartment No-226 and for tower/ block of the Project

FOT PURE ANAS DEVELOPERS LLP

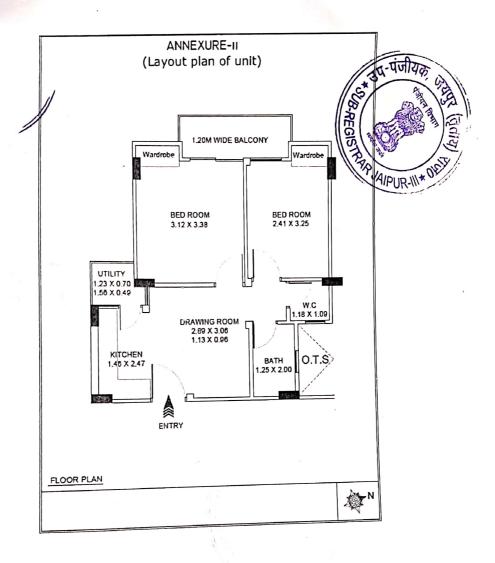
Auth. Signatory

Sub Registrar

781



Allottee



FOTPURE ANAS DEVELOPERS LLP

Auth. Signatory

0/5/



Schedule 4

Allotted apartment no. 226 naving carpet area of as per Rera Rules 410.75 square feet, and carpet Arga

As per CMJ/Y 383.62 Square Feet, type 2 BHK Smallon Second floor

Schedule 5

(Specifications, facilities, amenities, which are part of the Apartment be inconformity

with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

Community Space
Sewag Treatment Plant
Street Light
Park
Rain Water Harvesting

Schedule 6

(Details of Common Areas, facilities and amenities of the Project)

Provision of geyser point

Shower Head with Mixer in bathing space.

Windows

Stone Frame with wooden shutters.

Electrical

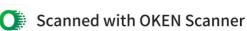
Fittings- Semi Modular Switches and Socke: with convenient provision & distribution of light and power plugs

For PURE AWAS DEVELOPERS LLP

Auth, Signatory







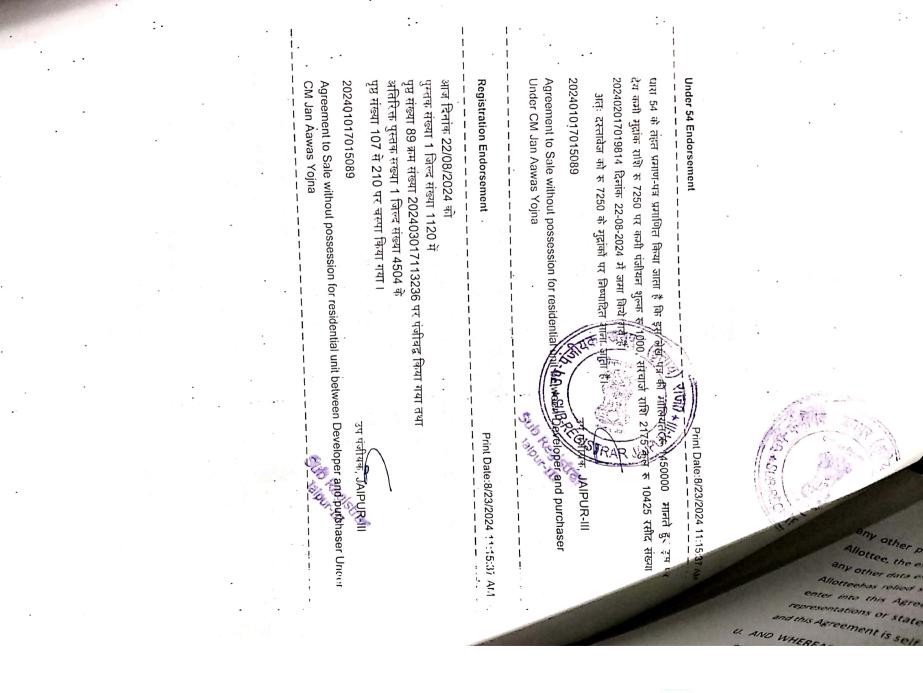


आज दिनांक 22/08/2024 को पुस्तक संख्या 1 जिल्द संख्या 1120 में पृष्ठ संख्या 89 क्रम संख्या 202403017113236 पर पंजीबद्व किया गया तथा अतिरिक्त पुस्तक सख्या 1 जिल्द संख्या 4504 के पृष्ठ संख्या 107 से 210 पर चस्पा किया गया ।

202401017015089

Agreement to Sale without possession for residential unit between Developer and purchaser Unicer





निम ब पत

अनु क्र. पक्षकारों का नाम व पत

दी।/दीमती/मुकी PURE AWAS DEVELOPERS LLP THROUGH ITS AUTHORISED SIGNATORY ASHISH KUMAR SHARMA . पुत्र/पुत्री/पित भी KAILASH KUMAR SHARMA . जनमाय Businessजाति 0-BRAHMAN House No.:526, 5th FLOOR, Colony: TOWER-A, PARK CENTRA, SECTOR-30, Area: GURGAON, HARYANA, Cily: HARYANA, Pin code: 122001, District: GURGAON State: HARYANA

र्थी/भीमती/सुंथी NEHA CHOUDHARY, पुत्र/पुत्री/पत्नि थी CHARAN SINGH CHOUDHARY, व्यवसाय Otherजाति 0-JAT House No.:323, Colony: RAJANI VIHAR, BEHIND SWEET RED, ROSE SCHOOL, AJMER ROAD, HEERAPURA, Area: JAIPUR, City: JAIPUR, Pin code: 302021, District: JAIPUR, State: RAJASTHAN

> Claimant Age : 43 Signature



अंगूठा

पस्तराग्

ने लेख्यपत्र Agreement to Sale without possession for residential unit between Developer and purchaser Under CM Jan Aawas Yojna को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया ।

प्रतिपन्त राशि रु 1450000/- पूर्व में / मेरे समक्ष / में से रु 1450000/- पूर्व में मेरे समक्ष प्राप्त

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है , जिनके हस्ताक्षर एवं अंगूठा निशान मेरे समक्ष लिए गए है।

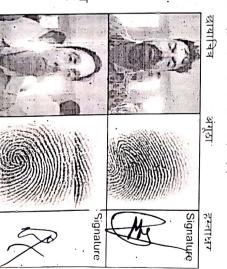
अनु क्र. गवाहों का नाम व पता

1 Name: श्री/श्रीमती/सुश्री M P SHARMA, पुत्र/पुत्री/पित्ने थी J P SHARMA जाति BRAHMAN Age: 47

Add: House No.:0, Colony: JHOTWARA, Area: JAIPUR, City:.JAIPUR, Pin code: 302012, District: JAIPUR, State: RAJASTHAN

Name: श्री/श्रीमती/सुश्री CHARAN SINGH CHOUDHARY,

पुत्री/पुत्री शी PUSHKAR SINGH CHOUDHARY जाति JAT Age: 50 Add: House No.:323, Colony: RAJNI VIHAR, HEERAPURA, Area: AJMER ROAD, JAIPUR, City: JAIPUR, Pin code: 302024, District: JAIPUR, State: RAJASTHAN



202401017015089

CM Jan Aawas Yojna Agreement to Sale without possession for residential unit between Developer and purchaser Under

उप पंजीयक JAIPUR-III

Age: 27 Signature

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