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INDIA NON JUDICIAL

Government of Rajasthan

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Payable (Rs.)

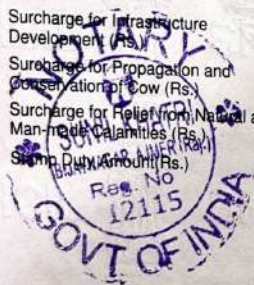
Surcharge for Infrastructure Development (Rs.)

Surcharge for Propagation and Conservation of Cow (Rs.)

Surcharge for Relief from Natural and Man-made Calamities (Rs.)

Stamp Duty Amount (Rs.)

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09-Aug-2024 07:29 PM
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SANDEEP SANKHLA
Article 4 Affidavit
Affidavit
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(Sixty Five only)



FOR GURU PANNA MALL LLP

DESIGNATED PARTNER

ATTESTED

SUNIL KHATRI
Notary Public, Bhavnagar (Ajmer)

IN-RJ59058229123165W

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcltestamg.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Affidavit

I, Mr. Sandeep Sankhla, Son of Gyaan Singh Sankhla aged about 52 Years, Authorised Signatory of M/s Guru Panna Mall LLP, Registered Office address at Near Jamola Fectory Bijayinagar Masuda Nasirabad Rajasthan 305624, do hereby solemnly declare, undertake and state as under:

That we have applied for registration of our project "GURU PANNA MALL" situated at Plot No. 01, 2, 3, 4, 5 and 6 block/khasra no. 6, Yojna- Mukhya Sadak Bus Stand Marg Vijaynagar (Raj.) under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.

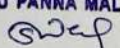
That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

- That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.
- That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.

That if any contradiction arises in the future the promoter will be responsible for it.

ATTESTED
SUNIL KHATRI
Notary Public, Bijaynagar (Ajmer)
13-08-24

FOR GURU PANNA MALL LLP


DESIGNATED PARTNER

Deponent

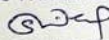
Verification

I, Mr. Sandeep Sankhla, Son of Gyaan Singh Sankhla aged about 52 Years, Authorised Signatory of M/s Guru Panna Mall LLP, Registered Office address at Near Jamola Fectory Bijayinagar Masuda Nasirabad Rajasthan 305624, do hereby verify that the contents in para No.1 to 4 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 13 day of Aug 2024.

Deponent

FOR GURU PANNA MALL LLP


DESIGNATED PARTNER

ATTESTED


SUNIL KHATRI
Notary Public, Bijaynagar (Ajmer)
13-08-24

AGREEMENT FOR SALE

Affix color
photograph of
the authorized
signatory of the
Promoter with
signature across
the photograph

Affix color
photograph of
the Allottee(s)
with signatures
across the
photograph

This Agreement for Sale, hereinafter referred to as 'Agreement', is executed on this _____ day
of _____ Two Thousand and _____ at _____

By and Between

M/s Guru Panna LLP. [Identification No: ABC-1243], LLP duly incorporated under The
Limited Liability Partnership Act 2008, having its registered offices at Near Jamola Fectory
Bijayinagar Masuda Nasirabad Rajasthan 305624, its PAN being AAYFG52838, represented
by its authorized signatory Sandeep Sankhla, Son of Gyaan Singh Sankhla aged about 52
Years, R/o Kumhar Mohalla, Baral-2, Bijainagar, Ajmer, Rajasthan 305624, having PAN No
AFVPS9113A [Aadhar - ██████████ 1454 duly authorized vide board resolution dated
30/08/2022, hereinafter referred to as the 'Promoter' [which expression shall, unless repugnant to

FOR GURU PANNA MALL LLP

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the context or meaning thereof be deemed to mean and include its legal successors, administrators, executors and permitted assignees;

and

[if the allottee is an individual]

Mr./Mrs./Ms. _____ son/daughter/wife of Mr. _____, aged about _____ years, R/o _____ [Aadhar - _____, PAN - _____], hereinafter singly/jointly, as the case may be, referred to as the 'Allottee(s)' [which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee(s), their legal successors, administrators, executors and permitted assignees;

or

[if the allottee is a partnership firm]

M/s _____, a partnership firm duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____ [PAN - _____] through the partner Mr./Ms. _____ [Aadhar - _____] duly authorized vide authority letter dated _____ passed and signed by all the partners constituting the firm, [copy enclosed] hereinafter referred to as the 'Allottee(s)' [which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee(s), its legal successors, administrators, executors and permitted assignees including those of the respective partners;

or

[if the allottee is a company]

M/s _____ [CIN - _____], a company incorporated under the provisions of the Companies Act, 1956/2013 having its registered office at _____ and its PAN being _____ through Mr. _____ [Aadhar - _____], its authorized signatory who has been duly empowered vide Board Resolution dated _____ hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit, hereinafter referred to as the 'Allottee(s)', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee(s), their legal successors, administrators, executors and permitted assignees;

or

[if the allottee is HUF]

Mr./Ms. _____ [Aadhar - _____] son/daughter/wife of _____ aged about _____ years for self and as the Karta of the HUF, having its place of business/residence at _____ [PAN - _____] hereinafter referred to as the 'Allottee(s)', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee(s), him and each of the members constituting the HUF, their heirs, administrators, executors, successors and permitted assignees;

or

[if the allottee is the LLP]

M/s _____ LLP (LLPIN: _____) a limited liability partnership firm, duly registered and incorporated under the Limited Liability Partnership Act 2008, having its registered office at _____ having its PAN _____ represented by its authorized signatory Sh. _____ (Aadhar - _____) hereinafter referred to as the 'Allottee(s)' (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.

[Details of other allottees to be inserted, in case of more than one allottee]

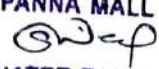
The Promoter and the Allottee(s) shall hereinafter be collectively referred to as 'Parties' and individually as 'Party'.

INTERPRETATIONS/DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

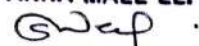
- a) 'Act' means the Real Estate (Regulation and Development) Act, 2016.

FOR GURU PANNA MALL LLP


DESIGNATED PARTNER

- b) 'Apartment/Unit' shall mean a space in the Project intended and/or capable of being independently and exclusively occupied for Commercial purposes, having one or more direct exit to a common area and having a separate number and identity.
 - c) 'Approved Plans' shall mean and include the layouts and plans of the Project duly approved and sanctioned by the competent authority/Architect and shall include any/all variations/amendments/changes approved by the competent authority and/or made therein by the Promoter and/or the Architect in accordance with the applicable laws.
 - d) 'Architect' shall refer to such person(s) or firm(s) or company, whom the Promoter may appoint, from time to time, as the architect for the said Project.
 - e) 'Authority' shall mean the Real Estate Regulatory Authority.
 - f) 'Built-up Area' means the sum of area of the unit. It shall include area encompassed within the walls of the apartment, all balconies, whether covered or uncovered as well as the thickness of the external and internal walls. If there be a common wall, only fifty percent of the thickness of such wall shall be taken into consideration for calculating the Built-up Area.
 - g) 'Carpet Area' shall mean the net usable floor area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by the external walls, areas under the service shafts, Exclusive Balcony Area and Exclusive Open Terrace Area.
 - h) 'Common Areas and Facilities' shall mean the common portions, spaces, all/any recreational facilities, equipment, services and all other facilities as are available and meant for the common use and enjoyment of all the allottees in the Project and which have been more specifically described in the Schedule - E attached hereto.
 - i) 'Delay Payment Charges' means the charges that are payable by the Allottee(s) to the Promoter on account of delay in payment of any due amount, charges or instalments. Such charges shall be calculated along with the interest and shall include all applicable taxes.
 - j) 'Earnest Amount' shall mean 10% of the Price of the Unit.
 - k) 'Exclusive Balcony Area' shall mean the area of the balcony or veranda or terrace which is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Allottee(s).
 - l) 'Interest' means the interest payable at the rate specified in Rule 17 of the Rules.
 - m) 'Maintenance Society' or 'Resident's Welfare Association (RWA)' or 'Society' shall refer to the society, association or body, by whatever name called, that may be formed under Clause E of sub section (4) of Section 11 of the Act.
 - n) 'Maintenance Agency' shall mean a company, firm, association or body or such other person(s) as may be appointed by the Promoter or the RWA for the purpose of maintenance of the Project.
 - o) 'Para' or 'Clause' shall mean a para or clause of this Agreement.
 - p) 'Project' shall mean and refer to the Commercial project consisting of the building comprised of Basement Floor + Ground Floor + 3 Floors and shall include all parking facilities, Common Areas and Facilities, Limited Common Areas and Facilities, open areas along with all that is constructed and there about developed and lying on the Project Land and named as "GURU PANNA MALL".
 - q) 'Project Land' shall mean and refer to all land situated at Plot No. 01, 2, 3, 4, 5 and 6 block/khasra no. 6, Yojna- Mukhya Sadak Bus Stand Marg Vijaynagar (Raj.), admeasuring about 685.60 square meters and which has been more particularly described in Schedule - A attached hereto
 - r) 'Regulation' shall mean the regulations made under the Act.
 - s) 'Rules' shall mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 - t) 'Schedule' shall mean the schedules attached to this Agreement.
 - u) 'Section' shall mean the sections of the Act.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in the Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws subject to their applicability on the Project.
 - (3) In this Agreement, all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.

FOR GURU PANNA MALL LLP


DESIGNATED PARTNER

WHEREAS THE PARTIES DECLARE THAT –

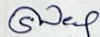
- A. That, the Promoter is in lawful possession of the Project Land situated at Plot No. 01, 2, 3, 4, 5 and 6 block/khasra no. 6, Yojna- Mukhya Sadak Bus Stand Marg Vijaynagar (Raj.), admeasuring about 685.60 square meters and which has been more particularly described in Schedule - A attached hereto.
- B. That, Commercial land use Lease Deed (Patta) vide serial no. 453, dated 01/07/2022, was issued by Nagarpalika, Vijainagar, Distt Ajmer in favour of 1) Vijay Kumari Kothari, 2) Sajjan Kumari Jain, 3)Smt. Hemlata Singhvi, 4)Shubha Chajjed 5)Shri Rajiv Kothari, 6)Shri Sanjeev Kothari, 7)Umrav Mal Bohra, 8)Sanjay Kumar Bohra, 9)Ajay Kumar Bohra, 10)Smt. Shakuntala Kothari, 11)Smt. Neeta Dangi and 12)Sandeep Kothari Ranveer Singh, regarding the said project land, which was duly registered before the office of Sub-Registrar – Vijainagar in Book No. 1, Volume No. 211, Page No. 42, S. No. 202203356103762 on dated 18/07/2022.
- C. That, thereafter Sale Deed dated 09/09/2022 was executed between the erstwhile land owners details of which are mentioned above in Clause B and the Promoter i.e M/s Guru Panna Mall LLP through its Partner Sandeep Sankhla, regarding the said project land i.e Plot No. 01, 2, 3, 4, 5 and 6 block/khasra no. 6, Yojna- Mukhya Sadak Bus Stand Marg Vijaynagar (Raj.), which was duly registered before the office of Sub-Registrar – Vijainagar, in Book No. ,1 Volume No. 216, Page No. 118, .S No. 202203356104823 dated 09/09/2022.
- D. That, the promoter thereafter paid requisite fees for name transfer of the project land and the letter was issued in favour of the promoter for the said project land on 12/01/2023 from Nagar Palika, Vijainagar, Ajmer bearing no. 2022/7825.
- E. That, the Promoter has a legal and valid title to the Project Land with legally valid documents and is the lawful owner of the Project Land.
- F. That, the said land is earmarked for the purpose of development of Mixuse (commercial & residential) project comprising of 1 multi-storeyed building comprising of 46 units out of which 42 units are commercial which have been shown as sanctioned units and 4 units are residential which are shown as non sanctioned unit and shall include all shops, parking facilities, Common Areas and Facilities, open areas along with all that is constructed and there about developed and lying on the Project Land and named as “GURU PANNA MALL”.
- G. That, 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 Project Land on which the Project is to be constructed have been completed.
- H. That, The Commercial Building Construction permission was issued by Nagarpalika, Vijainagar, Ajmer on 19/04/2023 vide letter bearing no. 349 and maps attached with the permission letter were issued by Architect Amisha Tater for the said Commercial Project.
- I. That, the Project Land is free from all encumbrances.
- J. That, the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as “GURU PANNA MALL”after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprises of apartments and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on the Project Land. The location details of the Project are fully described in the **Schedule – A**.
- K. That, the Project has been registered with the Rajasthan Real Estate Regulatory Authority on _____ and the Project Registration Certificate Number is _____. This registration is valid for a period of _____ years commencing from _____ and ending on _____ unless extended by the Authority. The details of the Promoter and the Project are also available on the website [www.rera.rajasthan.gov.in] of the Authority.
- L. That, Approval of specifications of the Project and permission of building construction for Basement Floor+ Ground Floor + 3 Floors under the relevant legal provisions has been accorded vide letter dated 19/04/2023 by the Architect. The Promoter shall be entitled to construct and develop the Project according to this revised permission, if obtained any or as and when granted by the competent authority.
- M. That, the layout plan of the said Building has been depicted in the **Schedule - I** attached herewith.
- N. That, the details of the plan of development works to be executed in the Project and the proposed facilities to be provided have been described in **Schedule – E** attached hereto.
- O. That, the details of salient features of the Project have been provided in **Schedule – F** attached

hereto.

- P. That, the details of specifications of materials to be used in construction of the Project have been described in **Schedule – G** attached hereto.
- Q. That, the stage wise time schedule of completion of the Project is specifically mentioned in **Schedule – H**.
- R. That, temporary Fire NOC for the project has been accorded by the _____ vide No _____ dated _____, NOC from The Airport Authority of India is not applicable.
- S. That, Environmental Clearance shall be obtained before completion of the said project.
- T. That, the Promoter has opened a separate bank account in State Bank of India, Branch- _____ for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section (4) of the Act. Account Details: Bank Name- State Bank of India, Branch Name- Ajmer Makhupura Ind. Estate, IFSC Code-SBIN0031105, Account No.- 43342961115, Name of Account Holder- GURU PANNA MALL LLP-GURUPANNA MALL-RETENTION ACCOUNT.
- U. That, the Allottee(s) has inspected all documents related to the title, construction permission, approvals with respect to the Project along with the plans, designs, specifications and location details of the said Project as well as the said Building along with such other documents as are specified under the Act, Rules and Regulations including the draft of sale agreement and sale deed/conveyance deed and only after his/her complete satisfaction with respect to all such documents, has decided to purchase the said Unit and to enter into this Agreement. The Allottee(s) has also understood all limitations and obligations of the Promoter in respect thereof.
- V. That, 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 Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) 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.
- W. That, the Allottee has applied for an apartment in the Project vide application no. dated and has been allotted apartment no. having carpet area of square feet, type, on floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-B and the floor plan of the apartment is annexed hereto and marked as Schedule-I.
- Note: Garage includes covered car parking/basement car parking/stilt car parking.
- X. That, the Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- Y. That, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the unit and the garage/covered parking (if applicable) as specified in para V.

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

For-GURU PANNA MALL LLP.



DESIGNATED PARTNER

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment/Unit described in Schedule – B attached herewith.
- 1.2 The Total Price for the Apartment/Unit based on the carpet area is Rs. _____ (In words Rupees _____ only) 'Total Price' (Give break-up and description):

Block/Building/Tower - _____ Unit - _____ Type - _____ Floor - _____	Rate of Unit per square feet*
Total Price (in Rupees)	_____

* Provide break-up of the amounts such as cost of Apartment/Unit, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges as per Terms No. 11 etc., if/as applicable.

and (if/as applicable)

Garage/parking-1	Price for 1 (in Rupees)
Garage/parking-2	Price for 2 (in Rupees)
Total price (in Rupees)	_____

Explanation:

- (i) The Total Price above includes the booking amounts of Rs. _____ (Rupees _____ only) paid by the Allottee(s) to the Promoter towards the Unit as mentioned in Para 'W'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Unit to the Allottee(s) and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate.
Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/ modification.
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Unit as described in Schedule-'C', includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit/Apartment and the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees

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

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

- 1.4 As mentioned in Para 'V' above, the Promoter has already received an advance/booking amount from the Allottee(s), a sum of Rs. _____/- (Rupees _____ only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the Total Price of Rs. _____ and the Allottee(s) agrees and undertakes to pay the balance amount of Rs. _____ of the Total Price strictly in accordance with the payment plan given below:

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rupees	Period within which the installment amount is to be paid by the Allottee(s)

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and nature of fixtures, fittings and amenities described therein at Schedule 'E', and Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc, on the basis of which sale is effected) in respect of the Apartment/Plot without previous written consent of the Allottee(s) as per provisions of the Act;

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

- 1.7 The Promoter shall confirm to the final Carpet Area that has been allotted the Allottee after in construction of the building is complete and occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Apartment, the Promoter may demand that from the Allottee(s) as per the next milestone of the payment plan provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 above.

- 1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges that upon the execution of the conveyance deed of the Unit/Apartment, the Allottee(s) shall have the right to the Unit/Apartment as mentioned below –

- The Allottee(s) shall have exclusive ownership of the Apartment.
- The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities as per the applicable laws in this regard. The Allottee (s) shall not have ownership rights in the Club House and it will be the sole ownership of the promoter. Since the share/interest of Allottee(s) in the Common Areas and Facilities is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities, along with other occupants, maintenance staff and authorized persons without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities to the Maintenance Society upon completion of the Project.
- That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical

connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

1.9 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 all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

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

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.
Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. MODE OF PAYMENT:

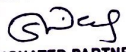
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments within the stipulated time as mentioned in the payment plan mentioned herein through account payee cheque/demand draft/banker's cheque or online payment in the account details i.e.- Bank Name- State Bank of India, Branch Name- Ajmer Mahupura Ind. Estate, IFSC Code-SBIN0031105, Account No.- 43343050010, Name of Account Holder- GURU PANNA MALL LLP-GURUPANNA MALL-COLLECTION ACCOUNT payable at Bijaynagar, Ajmer.

The receipt would be valid only after realization of the said financial instrument and effect of credit in the account of the Promoter. The date of such credit shall be deemed to be the date of payment by the Allottee(s).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or

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amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT / APPROPRIATION OF PAYMENTS:

The Allottee(s) has authorized the Promoter to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee(s) as per this Agreement, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT:

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

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Shop/Unit to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **31/03/2026** unless there is delay or failure due to war, flood, pandemic, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ['Force Majeure']. If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this

Agreement.

7.2 Procedure for taking possession— The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Shop/Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Building, as the case may be, to the Allottee(s) at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment— Upon receiving a written intimation from the Promoter as per Clause 7.2 above, the Allottee(s) shall take possession of the Unit/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit/Shop to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Clause 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Clause 7.2 above.

7.4 Possession of the Allottee —After obtaining occupancy certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws.

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

7.5 Cancellation by Allottee—The Allottee(s) shall have the right to cancel/withdraw his allotment in the project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

7.6 Compensation — The Promoter shall compensate the Allottee(s) in case of any loss, caused to him due 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 and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment(i) in accordance with the terms of this Agreement, duly completed by the day specified in Clause 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Shop/Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said land and the requisite rights of development upon the scheduled land and absolute, actual, physical and

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- legal possession of the scheduled land.
- (ii) The promoter has lawful rights and requisite approvals from the competent authorities for the development of the project.
 - (iii) There are no encumbrances upon the said land or the project except those that have been mentioned in this agreement.
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the scheduled land, project or the unit.
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, scheduled land and unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain compliant with all applicable laws in relation to the project, unit and common areas.
 - (vi) The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee(s) created herein, may prejudicially be affected.
 - (vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the scheduled land, including the project and the said unit which will, in any manner, affect the rights of allottee(s) under this agreement.
 - (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said unit to the allottee(s) in the manner contemplated in this agreement.
 - (ix) At the time of execution of the conveyance deed, the promoter shall handover lawful, vacant, peaceful, physical possession of the unit to the allottee(s).
 - (x) The scheduled land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the scheduled land.
 - (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project [except such taxes, charges, dues mentioned herein that have been agreed to be paid by the allottee(s) and which shall be paid according to the corresponding clauses] to the competent authorities till the date of offer of possession.
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the scheduled land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

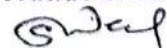
9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of default, in the following events, namely -

- (i) The Promoter fails to provide ready to move in possession of the Unit/Shop to the Allottee(s) within the time period specified in Clause 7.1 above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority without any default on the part of the Allottee(s). For the purpose of this clause, 'ready to move in possession' shall mean that the Unit/Shop shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

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- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the availability of funds, the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the unit, along with interest from the date of such termination within forty-five days of receiving the termination notice.

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

9.3 The allottee(s) shall be considered under a condition of default, on the occurrence of any one or more of the following events:

- (i) In case the Allottee(s) fails to make payments for any instalment as per the payment plan stated in Schedule – D or if the Allottee(s), despite having issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount.
- (ii) In case the default by Allottee(s) under the conditions listed above continues for a period beyond 30 days after notice from the promoter in this regard, the promoter may cancel the allotment of the apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated:

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and completion certificate, as the case may be, to the Allottee:

Provided that, in 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 of issue of completion/occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID PROJECT/APARTMENT:

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

11 DEFECT LIABILITY:

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

12 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/RWA shall have rights of unrestricted access to all Common Areas and Facilities, Limited Common Areas and Facilities, covered/open parking spaces, private terraces etc. for providing necessary maintenance services and the Allottee(s) agrees to permit the representatives

of the Promoter/RWA to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13 USAGE:

Use of Basement(s) and Service Areas –The basement floors and service areas, as located within the Project, shall be earmarked for purposes such as parking spaces, common facilities, storage spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, sewage treatment plant rooms and related tanks, fire fighting pumps and equipment etc. and other permitted uses as per the Approved Plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner other than the areas earmarked as parking spaces and the common facilities, and the same shall be reserved for use by the Promoter/RWA for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT:

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ 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.
- 15.2 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 material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/Plot.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16 COMPLIANCE OF LAWS AND NOTIFICATIONS BY PARTIES:

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

17 ADDITIONAL CONSTRUCTIONS

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

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.

18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the project.

19 BINDING EFFECT:

Forwarding this agreement to the allottee(s) by the promoter does not create a binding obligation on the part of the promoter or the allottee(s) until, firstly, the allottee(s) signs and delivers this agreement with all the schedules along with the payments due as stipulated in this agreement within thirty days from the date of receipt by the allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Jaipur as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the promoter this agreement within 30 (thirty) days from the date of its receipt by the allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve a notice to the allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the allottee(s); the application of the allottee(s) shall be treated as cancelled and all the sums deposited by the Allottee(s) in connection therewith including booking amount shall be returned to the Allottee (s) without any interest or compensation whatsoever.

20 ENTIRE AGREEMENT:

This agreement, along with its schedules and annexures, 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, MoU, correspondences, arrangements, whether written or oral, if any, between the parties in regard to the said unit, as the case may be.

21 RIGHT TO AMEND:

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

22 PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

23 WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The promoter may, at its sole option and discretion, without prejudice to its rights as said out in this agreement, waive the breach by the allottee(s) in not making payments as per the payment plan mentioned in this agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the allottee(s) that exercise of discretion by the promoter in the case of one allottee(s) shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other allottee(s).
- 23.2 Failure on part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24 SEVERABILITY:

If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations made thereunder or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to the act or the rules and regulations made thereunder or the applicable law, as the case may be, and remaining provisions

of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

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

Wherever in this agreement it is stipulated that the allottee(s) has to make any payment, in common with other allottees in the project, the same shall be in the proportion which the carpet area of the apartment bears to the total carpet area of all the apartments in the Project.

26 FURTHER ASSURANCES:

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

27 PLACE OF EXECUTION:

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

28 NOTICES:

All the notices to be served on the allottee(s) and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee(s) or the promoter either by registered AD post or speed post at their respective addresses as mentioned first herein above. It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this agreement in the above address and e-mail address mentioned herein, by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the allottee(s), as the case may be.

29 JOINT ALLOTTEE:

That in case there are joint allottee(s), all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the allottee(s).

30 SAVINGS:

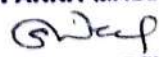
Any application, letter, allotment letter or any other document signed by the allottee(s), in respect of the apartment prior to the execution and registration of the agreement for sale for such apartment shall not be construed to limit the rights and interests of the allottee(s) or the promoter under the agreement for sale, under the act, the rules or the regulations made thereunder.

31 GOVERNING LAW:

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

32 DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

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(Note - Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the Rules and Regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the Project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the Rules and Regulations made thereunder, such clause of the draft of any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the Rules and Regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.)

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

Signed and delivered by the within named promoter and allottee(s) in the presence of the following witnesses –

Signature of the Promoter –

M/S GURU PANNA MALL LLP

FOR GURU PANNA MALL LLP

Authorized Signatory


DESIGNATED PARTNER

Signature of the Allottee(s) –

E-mail - _____

Witnesses –

1.

2.

(Schedule – A)
(Description of Scheduled Land)

1. Piece and parcel of all Land situated at Plot No. 01, 2, 3, 4, 5 and 6 block/khasra no. 6, Yojna-Mukhya Sadak Bus Stand Marg Vijaynagar (Raj.), admeasuring about 685.60 square meters.
2. The piece and parcel of the plot of land in site is bounded on the –
In North –Other's Land
In South – Road 18 Ft. wide
In East –Road 20ft wide
In West – Road 45 Ft. Wide Bus Stand Marg
3. Latitude/Longitude of the end points of the project are as follows –
In North –
In South –
In East –
In West –
4. Other details of the location of the Project –
5. Location Map –

Schedule – B
(Description of the Apartment)

1	Unit/Apartment Number	
2	Floor	
3	Type	
4	Carpet Area	_____ square feet
5	Exclusive Balcony Area	_____ square feet
6	Exclusive Open Terrace Area	_____ square feet
7	Built up Area	_____ square feet

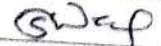
Schedule – C
(Description of the Price of the Unit (plus additional charges) and Payment Details)

Basic Price		Rs. _____/-
Additional Charges :-		
1	Maintenance Security (IFMS)	Rs. 1500/ Per unit per month
2	Electricity Equipment Cost	Rs. _____/- per sq. ft.
3	PLC @ 5%	
TOTAL		Rs. _____/-

Schedule – D
(Payment Schedule)

S. No.	Status	% of Total Sale Price
1	At The Time of Booking	10%
2	On Slab Casting of basement Floor	10%

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Signature of the Allottee(s)

3	On Slab Casting of Ground Floor	10%
4	On Slab Casting of 1st Floor	10%
5	On Slab Casting of 2nd Floor	10%
6	On Slab Casting of 3rd Floor	10%
9	On Completion of Brick work of respective floor	15%
10	On Completion of Tile Work respective floor	20%
11	On Offer of Possession	5%

Note:- Payment plan will be change as per the mutual discussion between the parties

Schedule – E

(Details of Internal and External development works to be undertaken, materials used and Common Areas and Facilities in the Project)

(Note: The Promoter shall remain the exclusive owner of the Club House)

MATERIAL	PRODUCT QUALITY TYPE
Cement	Shree cement , jk cement , wonder cement
Reinforcement Steel	Super sharma sd- 550, gujrat ambuja
Bricks	Shree Cement block (fly Ash)
R.R.Stone	shivpura

Schedule – F

(Details of the Salient features of the Project)

Schedule – G

(Specification of materials used in the Project)

Schedule – H

(Time schedule for Project completion subject to Force Majeure)

Stage	Date by which the works are proposed to be complete	Details of works to be completed
1	31/12/2024	Super Structure
2	31/03/2025	Block Masonry
3	31/05/2025	Internal Plaster
4	31/07/2025	Outer Plaster
5	30/09/2025	Flooring
6	31/10/2025	Fixing of Door and Windows
7	31/12/2025	Electrical & Plumbing Work (Inc. CP and Sanitary)
8	31/01/2026	Internal Paint
9	28/02/2026	External Paint
10	31/03/2026	Outer Development

Schedule – I

(Layout Plan of the Apartment)

FOR GURU PANNA MALL LLP

DESIGNATED PARTNER

Signature of the Promoter

Signature of the Allottee(s)