

22
भारतीय गैर न्यायिक

पचास
रुपये

रु. 50

17 JUL 2017

भारत

FIFTY
RUPEES

Rs. 50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

P 578511

Affidavit cum Declaration For Form G

I, **Ajay Kumar Anchalia** Son of **Late Ridhakaran Anchalia** aged 59 Years R/o 403, Shiva Residency, B21 A, Shiv Marg, Banipark, Jaipur 302016 Director of Jaipur Investment Limited do hereby solemnly declare, undertake and state, in relation to Form G, that if any provision of this Agreement (Form G), 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.

for Jaipur Investment Ltd

Ajay Anchalia
Director
Deponent

Verification

I, **Ajay Kumar Anchalia** Son of **Late Ridhakaran Anchalia** aged 59 Years R/o 403, Shiva Residency, B21 A, Shiv Marg, Bani Park, Jaipur 302016 do hereby verify that the contents above in the Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 31 day of July 2017

for Jaipur Investment Ltd

Ajay Anchalia
Director
Deponent

ATTESTED

NOTARY PUBLIC
JAIPUR

25 SEP 2017

DRAFT

FORM-G

[see rule 9]

Agreement for Sale

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

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

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

By and Between

M/s **JAIPUR INVESTMENT LIMITED** (CIN No. U65993RJ1943PLC000215) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office / corporate office at **S-5, KABIR MARG, BANI PARK, JAIPUR** and its PAN is **AAACJ9846J**, represented by its auothorised signatory **AJAY ANCHALIA** (Aadhar No. 596493882477) and **AYUSH BANTHIA** (Aadhar No.221413381499) authorised vide board resolution dated 01/07/2016 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART

For Jaipur Investment Ltd.

Ajay Anchalia
Director

For Jaipur Investment Ltd.

Ayush Bantia
Auth. Signatory

AND

[if the allottee is an individual]

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

OR

[if the allottee is a partnership firm]

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

OR

[if the allottee is a company]

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

For Jaipur Investment Ltd.

Rajay Anandh
 Director

For Jaipur Investment Ltd.

Pran Kuma
 Auth. Signatory

successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

or

[if the allottee is HUF]

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

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

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

INTERPRETATIONS/DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Built-up area" means the sum of area of the 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% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (d) "Para" means a Para of this Agreement;
- (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (f) "Regulation" means the Regulation made under the Act;
- (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (h) "Schedule" means the Schedule attached to this Agreement; and
- (i) "Section" means the section of the Act.
- (j) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other

For Jaipur Investment Ltd

Jay Arachao

Director

For Jaipur Investment Ltd.

Ananth

Auth. Signator

law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

- A. the Promoter is in lawful possession of the land khasara No. **S- 5, KABIR MARG, BANI PARK** situated in City **JAIPUR** District **JAIPUR** with a total area admeasuring of **1283.52** square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from **URBAN IMPROVEMENT BOARD** in auction, as stated in the Conveyance deed/ Lease-deed dated **10.04.1956**, registered on **01.09.1956** in the office of Sub- Registrar **JAIPUR CITY** in its register No. **1357** Book No. **1** Volume No **83** at Page No **371 TO 372**
- C. the said land is earmarked for the purpose of **COMMERCIAL & RESIDENTIAL** project, comprising multistoried apartment building and the said project shall be known as **PADAM PRIME** ("Project")
- D. 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.
- E. the Seller got approved building plans from Nagar Nigam Jaipur to develop the Project vide its approval number vide letter No **F-13()/Nagar Niyojan/ Jaipur Nagar Nigam/2014/618** dated **01.07.2014**.
- F. the Land is free from all encumbrances.
- G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as '**PADAM PRIME**', (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 **1283.52** square meters situated at **S- 5, KABIR MARG, BANI PARK, JAIPUR (302016)** and latitude & longitude of the end points of the Project are **75°47'25.52"E, 26°55'29.04"N** respectively. The location details are fully described in the Schedule-I.

H. the Project has been registered with the Real Estate Regulatory Authority on **For Jaipur Investment Ltd.** (date) and the Project Registration Certificate No. is **For Jaipur Investment Ltd.**

Amey Arachala
Director

For Jaipur Investment Ltd.

Pranish
Auth. Signatory

This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.

I. the layout plan (..... Phase / whole Project) has been sanctioned vide No **letter No F-13()/Nagar Niyojan/ Jaipur Nagar Nigam/2014/618 dated 01.07.2014.**and copy of which is enclosed as Schedule-2.

J. approval of specifications of the Project and permission of building construction upto 36.meters height (LB+UB+G+11 floors) under the relevant legal provisions has been accorded vide No. **F-13/Nagar Niyojan/Jaipur Nagar Nigam 2014/618 dated 01.07.2014** by the **Jaipur Nagar Nigam** (competent authority). The specifications of the Project are as under :-

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;

K.the details of Floor plan and tower of the Project is given in Schedule-3.

L. the details of plan of development works to be executed in the proposed 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, are as under :-

Earthquake Resistant Structure, Premium elevators, Water Supply, Complete Alarm & Fire Fighting arrangements, Ample space for parking, EPABX facility with Intercom.

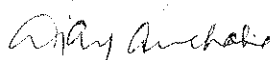
M. the details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :

Impressive Entrance Lobby, Spacious well designed lift lobbies on all floors, Intercom system in complete building, Two Premium brand elevators.

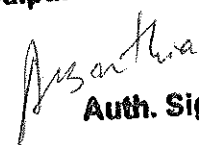
N.the details of other external development works to be taken for the Project are as under :- NA

O.the details of specifications of material used in construction are as under :-

For Jaipur Investment Ltd


Director

For Jaipur Investment Ltd.


Auth. Signatory

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RCC Frame Structure, Red Brick Work, Cement Plaster, Vitrified Tiles, Emulsion Interior and Exterior Paint, Plaster with POP, High side electrical equipment-Transformer, Flush Doors, UPVC Windows.

P. 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:-

Stage	Date by which the works are proposed to be completed	Details of works completed
Raft Work	23/06/2015	100%
Gound Floor Slab	10/10/2015	100%
Full RCC Structure	20/02/2017	100%
Internal Plaster	Oct 2017	90%
External Plaster	Dec 2017	50%
Internal Finishing	April 2018	10%
External Finishing	May 2018	0%
Possesion	June 2018	0%

Q. temporary fire NOC for the Project has been accorded by Chief Fire Officer vide No F9 (148) AAFA/NAGAR NIGUM JAIPUR/13-14/2015 dated 5/12/2013 *(Applicable only in case such NOC is required under local law)*

R. the Airport Authority of India has also granted NOC for height clearance for the Project vide No. **AAI/NOC/2013/507/4611-16** date **19.02.2014**.
(Applicable only in case such NOC is required under local law)

S. the Promoter has opened a separate account in Branch **C Scheme of. Yes Bank** for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.

T. 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 Plot / 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

For Jaipur Investment Ltd

[Signature]
Director

For Jaipur Investment Ltd

[Signature]
Auth. Signatory

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.

- U. 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-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note: Garage includes covered car parking/basement car parking/stilt car parking.

or

the Allottee has applied for a plot in the Project vide application no. dated and has been allotted plot no. having area of square feet and plot for garage/covered parking no. admeasuring square feet (if applicable) 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 "Plot", more particularly described in Schedule-4;

- W. 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. 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;
- X. 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 [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para V.

Y. The details of common area are as under:-

- (i) The entire land except exclusions mentioned elsewhere in the agreement.
- (ii) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) The common parks, play areas.
- (iv) Terrace of Flat Type 2, 3BHK.

For Jaipur Investment Ltd.

Ajay Arachak
Director

For Jaipur Investment Ltd.

Auth. Signatory

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(v) Installations of central services such as electricity, water and sanitation, PBX Room, switch room, A.C. Plant room, system for water conservation and renewable energy;

(vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

(viii) The details of limited common areas and facilities are as under:- Storage spaces having an aggregate area of 145 sq. mts. (Approximately) and Parking having an aggregate area of 615 sq. mts. (Approximately).

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

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / Plot as specified in para 'W'

1.2 The Total Price for the Apartment/ Plot based on the carpet area is Rs. (in words Rupees..... only) ("Total Price") (Give break-up and description):-

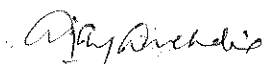
Block/ Building/ Tower no..... Apartment no. Type..... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

* Provide break-up of the amounts such as cost of apartment, 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.

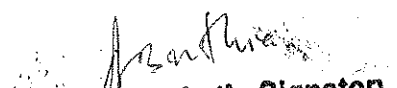
and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

For Jaipur Investment Ltd


Director

For Jaipur Investment Ltd.


Auth. Signatory

OR

and (if/as applicable)

Plot No.	Rate of Plot per square feet*
Type	
Location	
Total price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, , taxes, maintenance charges as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation :

- (i) The Total Payable Amount above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in Schedule-I. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Pivable Amount as per terms of this Agreement.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes/ GST 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 Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:
However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall be determined by the Promoter on actual cost + 15% and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Maintenance Association after obtaining the completion certificate of Project.

For Jaipur Investment Ltd.

Rajendra Chandra
Director

For Jaipur Investment Ltd.

Auth. Signatory
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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;

- (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 Apartment/ Plot includes 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 Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot 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 the competent 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 scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum out of the total payable amount 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 Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given below :-

For Jaipur Investment Ltd.

Ajay Arora

Director

For Jaipur Investment Ltd.

Auth. Signatory

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

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment 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 the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (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 the previous written consent of the Allottee(s) as per the 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 without the consent of Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the 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 than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

- 1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

For Jaipur Investment Ltd.

For Jaipur Investment Ltd.


Director


Auth. Signatory

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas 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 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;
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.
- 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.

For Jaipur

Rajendra Arora

Director

For Jaipur Investment Ltd.

Anurag

Auth. Signatory

- 1.11 The Allottee has paid a some 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).

- 1.12 The Allottee(s) agrees and understands that the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which they shall be free to deal with, in accordance with Applicable Laws.

- 1.13 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No.

1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of JAIPUR INVESTMENT LIMITED payable at JAIPUR. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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

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For Jaipur Investment Ltd.

Director
Director

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applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 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 authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment/Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

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

5.2 Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment/ charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot 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 investment in this Agreement.

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Director

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7. POSSESSION OF THE APARTMENT / PLOT:

7.1 **Schedule for possession of the said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee 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 Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on-----

-- , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the 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 Apartment/ Plot, 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 Apartment/ Plot, 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 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 fulfillment 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 Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of Apartment/ Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot 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 Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession of the Apartment/ Plot within the stipulated time, the Promoter shall be entitled to cancel the allotment and the Allottee(s) shall be liable to pay the interest on the amount received by the Promoter from the Allottee(s) at the rate of 12% per annum.

For Jaipur Investment Ltd

Ajay Arachke

Auth. Signatory

provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

- 7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, 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:

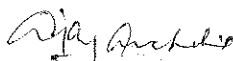
Provided that in case the Allottee(s) cancels/ withdraws from the Project without any fault/ default of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee 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.

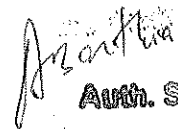
Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as 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, in case the Allottee 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 Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

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7.7 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area/Super Built Up Area of Unit to the Carpet Area/Super Built Up Area of all Apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

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 to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said 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 to be in compliance 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 said 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) and the common areas to the Maintenance Society;

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For Jaipur Investment Ltd.

Raj Arshdeep
Director

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- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (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 said 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 Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat 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 to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development_milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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[Signature]

Director

For Jaipur Investment Ltd.

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Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee 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 the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due Including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter the delay/failure on the part of the Allottee(s), having paid all the amounts due to the

10. CONVEYANCE OF THE SAID APARTMENT/ PLOT :

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

11.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities at actual cost + 15% along with applicable taxes.

11.2 That a Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/ management of Common Area and Facilities of Project and with such

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For Jaipur Investment Ltd.

Arjun Anand

Director

Arjun Anand

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other object or purpose and in such manner and to such extent as the Promoter and/ or Maintenance Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the Apartments of Project shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoter shall hand over the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Facilities of the Project.

11.3 The Promoter shall transfer the one time maintenance security deposit received from allottees to the Maintenance Association without any interest to the Association.

11.4 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.

11.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges along with applicable taxes if any, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/ her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

11.6 Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per

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its Bye-Laws.

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Director

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- **AMENITIES**

The Promoter shall make Fire Safety Measures as prescribed by the concerned authorities if, however, due to any subsequent legislation/ Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter, which shall be final and binding on the Allottee.

- **ELECTRICITY CONNECTION:**

That the Promoter shall provide a single point metering system for the Project, which is being provided by JVVNL, for the entire Project and according to which electric connection / supply shall be provided by Promoter through prepaid meter cost of which along with proportionate security deposit will be borne and paid by the Allottee(s). The Allottee(s) shall be required to get the meter recharged to avail electricity facility for his Unit. However, if the Allottee(s) fails or is unable or delays to get his meter recharged, the electricity would automatically get disconnected and the Allottee(s) shall be held solely responsible for the same. The Allottee(s) shall pay the pre-paid charges of the electrical meter, to the Promoter until formation of Maintenance Association and upon formation of Maintenance Association, to the Maintenance Association, computed at the actual prevailing rate based on actual power to be consumed by the Allottee(s) subject to minimum charges calculated on the basis of electricity / power load of the Allottee(s) along with proportionate common electric charges according to the area occupied by the allottee(s). In case of any differences in electricity billing units recorded in meter of the Promoter and aggregate/ cumulative/ total billing units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among all buyer and occupants of the Project and shall be paid by them in proportion to the area owned by them or occupied by them.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, 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. However, in case any damage to the Unit is caused by the Allottee(s) and/ or any reasonable

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Diya Anandh
Director

For Jaipur Investment Ltd.

Aradhna
Auth. Signatory

wear and tear and/ or any damage caused due to Force Majeure shall not be covered under defect liability period.

• **INDEMNIFICATION**

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/ or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/ or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/ delay on the part of the Promoter and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 20 and/ or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).

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

• **SPECIFIC PERFORMANCE**

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

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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Ajay Aracheta

Director

For Jaipur Investment Ltd.

Anshul

Auth. Signatory

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 Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Plot 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.

14. USAGE:

14.1

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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

14.2 USE OF PARKING:-

(a) The Allottee(s) will not be allowed to cover the parking area in any manner or raise any wall or any type of barrier/rope/fastening around the said car parking area (b) The Allottee(s) agrees and confirms that the reserved car parking allotted to him/her/them/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption etc. of the said Unit under any of the provisions of this Agreement or otherwise

(c) The Allottee(s) undertakes to park his /her/their/its vehicle in the allotted car parking space and nowhere else in the Building.

15. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :

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

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For Jaipur Investment Ltd.

Ajay Anandh
Director

Prathna
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Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee 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.
- 15.4 That if the Allottee(s) wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of Rs. 100/- per sq. ft. as transfer fee. Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. in respect of such transfer.
- 15.5 The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- 15.6 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.7 The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency or company for the maintenance of the Project.

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Director

[Signature]

Auth. Signatory

- 15.8 The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 15.9 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony / lawns /roof-top/ terrace under his/her/its use.
- 15.10 It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the building/ Project.
- 15.11 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- 15.12 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated and shall dispose the waste by following the waste disposal mechanism of the Project.
- 15.13 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. partitions or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 15.14 Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Maintenance Association and the Promoter/Maintenance Association may permit the same subject to appropriate conditions.
- 15.15 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

For Jaipur Investment Ltd.

Director
Director

For Jaipur Investment Ltd.

Auth. Signatory
Auth. Signatory

The Parties are entering into this Agreement for the allotment of a Apartment/ Plot 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.

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 (address of Sub-Registrar) 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), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

However, the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20 For Jaipur **ENTIRE AGREEMENT:**

Ajay Anshu
Director

For Jaipur Investment Ltd.

Anshu
Auth. Signatory

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.

21. **RIGHT TO AMEND :**

This Agreement may only be amended through 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 Apartment/ Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Plot, in case of a transfer, as the said obligations go along with the Apartment/ Plot for all intents and purposes.

23. **WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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.

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

• **REFUND OF AMOUNTS PAID DURING DEVELOPMENT**

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

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 the Agreement.

For Jaipur Investment Ltd.

For Jaipur Investment Ltd.

May Anand
Director

For Jaipur Investment Ltd.
Auth. Signatory

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 the proportion which the carpet area of the Apartment/ Plot bears to the total carpet area of all the Apartments/Plots 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 the Promoter and the Allottee, in -----

----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office

of the Sub-Registrar at----- (specify the address of the Sub-Registrar). Hence this

Agreement shall be deemed to have been executed at ----- .

28. NOTICES:

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

M/s.....(Promoter's name)	Allottee(s) name
Address.....	Address.....

For Jaipur

Arjun Anand
Director

For Jaipur Investment Ltd.

Anand
Auth. Signatory

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered 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 Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

30. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee 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 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 the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

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

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

For Jaipur Investment Ltd.

[Signature]
Director

For Jaipur Investment Ltd.

[Signature]
Auth. Signatory

DRAFT

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

--

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

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For Jaipur

Ajay Anandh
Director

For Jaipur Investment Ltd.

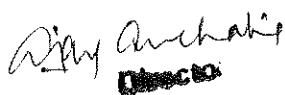
Prashant
Auth. Signatory

SCHEDULE-1**(Details of land holdings of the Promoter and location of the Project)**

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Kabir Marg, Bani park, jaipur (302016)	S-5	1283.52
	Total Area	1283.52

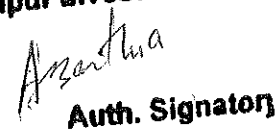
- 2- The piece and parcel of the plot of land in site is bounded on the :-
 In North- Road Kabir Marg
 In South –Road 40 Feet
 In East – Road 40 Feet
 In West –Plot No. S-4
- 3- Latitude/ Longitude of the end points of the Project
 In North - 26°55'29.04"N
 In East- 75°47'25.52"E
- 4- Other details of the location of the Project
- 5- Location Map

For Jaipur Investment Ltd.



 Director

For Jaipur Investment Ltd.



 Auth. Signatory

DRAFT

SCHEDULE-2
(Lay-out Plan of the Project)

➤ **Copy Enclosed**

For Jaipur Investment Ltd.

Maya Arachch

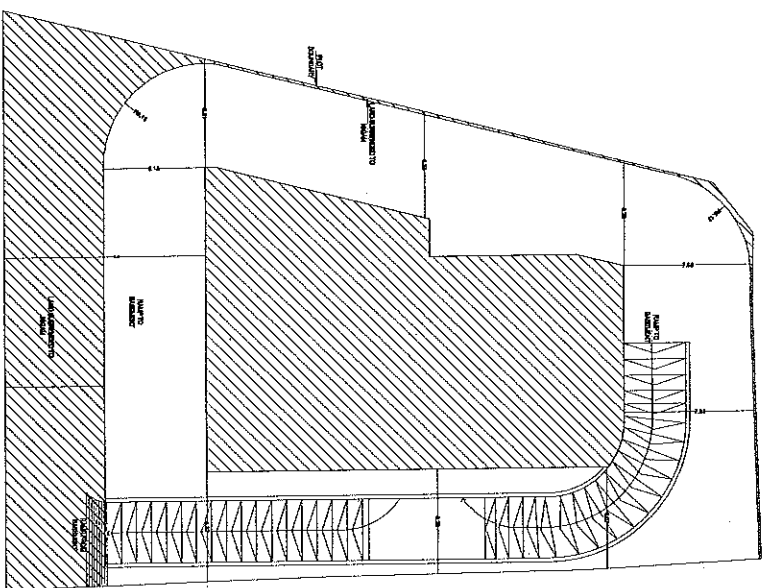
Director

For Jaipur Investment Ltd.

Pranav

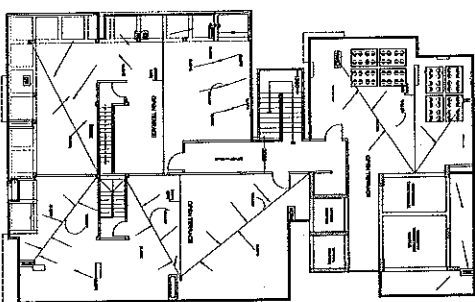
Auth. Signatory

SHEET NO. 1



PROPOSED ROAD WIDTH 24.38 M (80'-0")

PROPOSED ROAD WIDE 24.38 M (80'-0")

[illegible]

(2) EXTRA F.A.R. AVAILABLE: +385.32 X 61
+385.32 603 117

06/07/17 Monday

[illegible]

NET 7.2.1 - ACQUIRED / A/R - OTHER - 2004

TOTAL PLUG AREA = 1400.00 SQ. IN.
PROPOSED P.A.R. = 7729.04 / 1200.00

REQUIRED PARKING - 1 FUR / 75

© 2005 Blackwell Publishing Ltd *Journal of Internal Medicine* 258: 145–154

TOTAL NO OF PGM 4 56.25

RECEIVED PARSONS - JUL 1/60
(COMMERCIAL)

© 2003 Blackwell Publishing Ltd, *Journal of Internal Medicine* 253: 105–112

TOTAL NO OF FTS: 613

LOCAL PRESENCE OF SUBSTANCE

-6438 GAY ST PCA

DATE/TIME: 08/03/2000 11:00

21 CAR MEDICAL + 28 TWO WHEELER + 28

FILE

PLANS

PROPOSED COMMERCIAL C

KABER, WAFER, BANIPARK, J.

Quantum point

[illegible]

INSTITUTO VENEZOLANO DE INVESTIGACIONES
arquitecta & urbs

24. What are the elements of a research proposal?

DRAFT

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project)

➤ **Copy Enclosed**

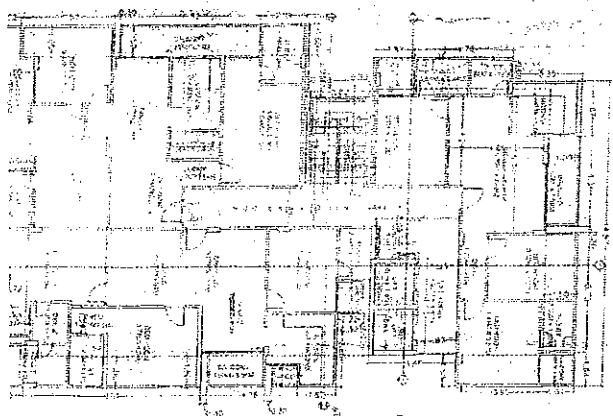
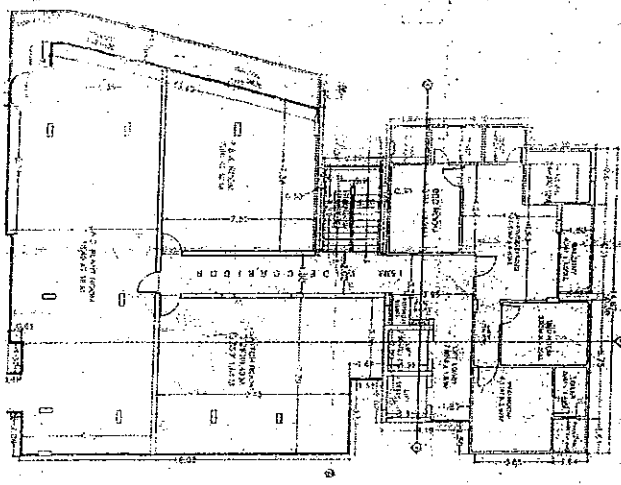
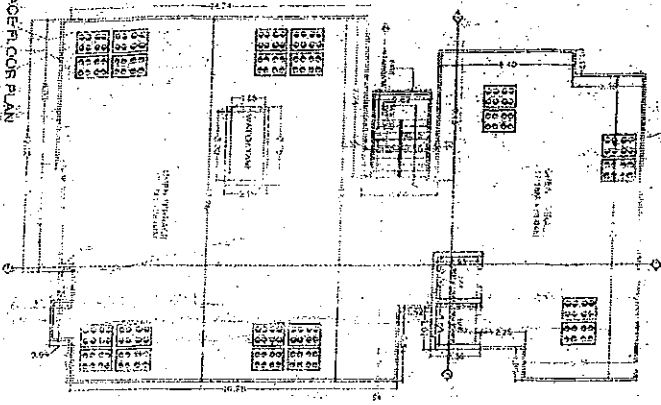
For Jalpur Investment Ltd.

Ajay Anandh
Director

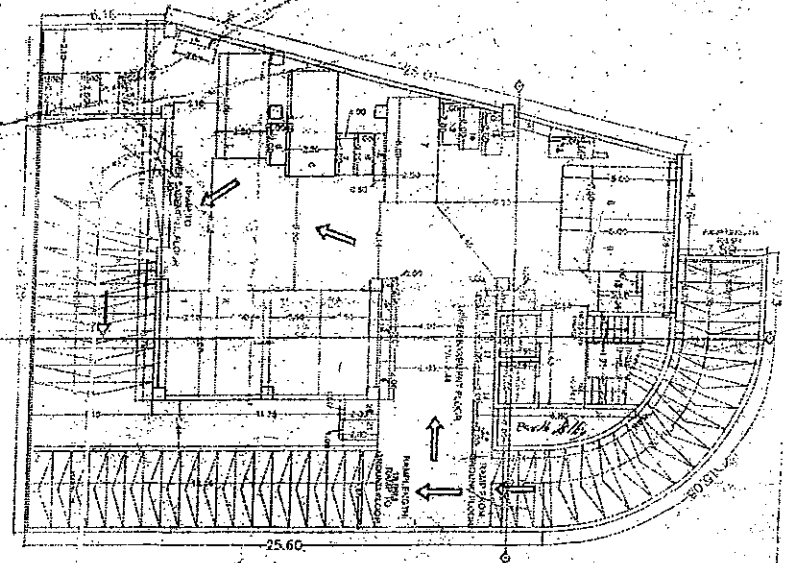
For Jalpur Investment Ltd.

Asant
Auth. Signatory

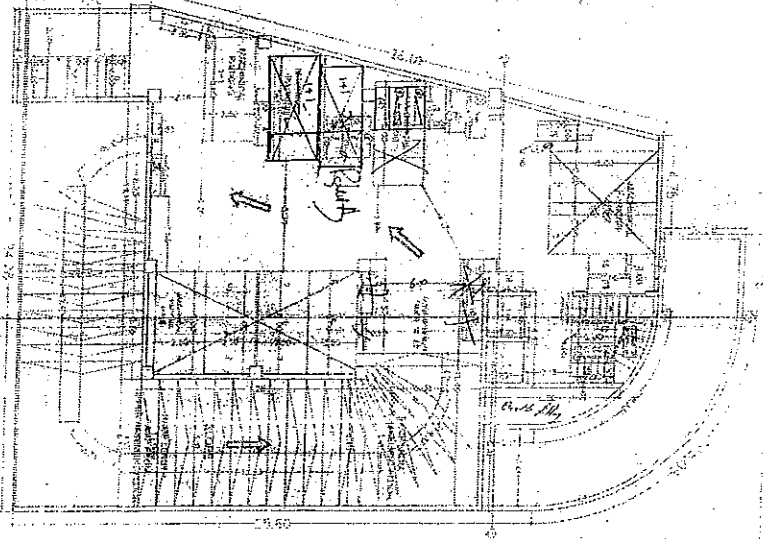
TERACE FLOOR PLAN



UPPER BASEMENT FLOOR PLAN



LOWER BASEMENT FLOOR PLAN



SHEET NO. 2

For Jalpur Investment Ltd.
10/11/2018

THE JALPUR INVESTMENT
LIMITED
10/11/2018

10/11/2018

For Jalpur Investment Ltd.

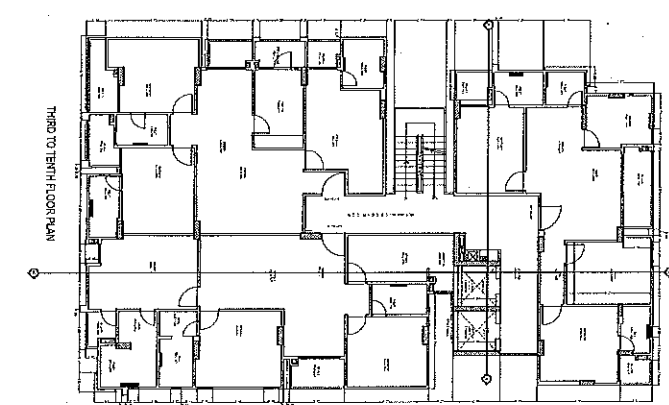
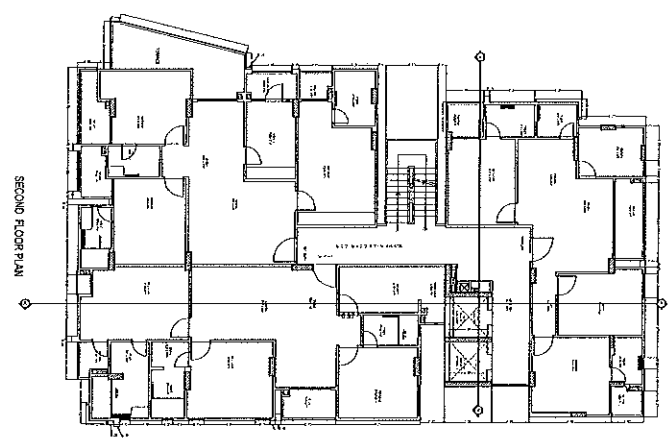
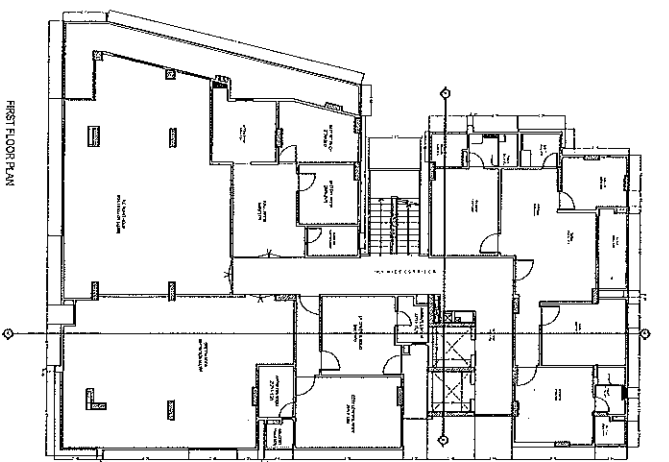
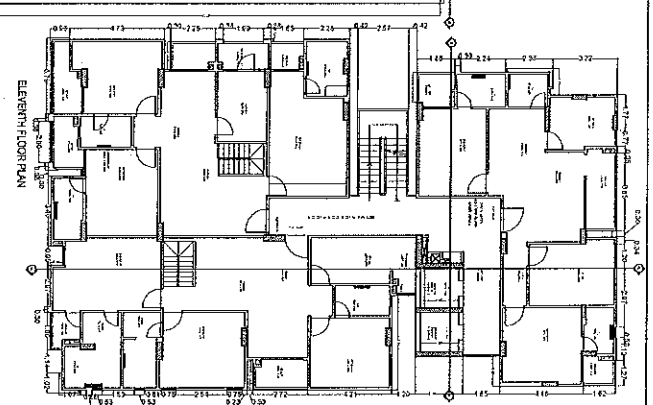
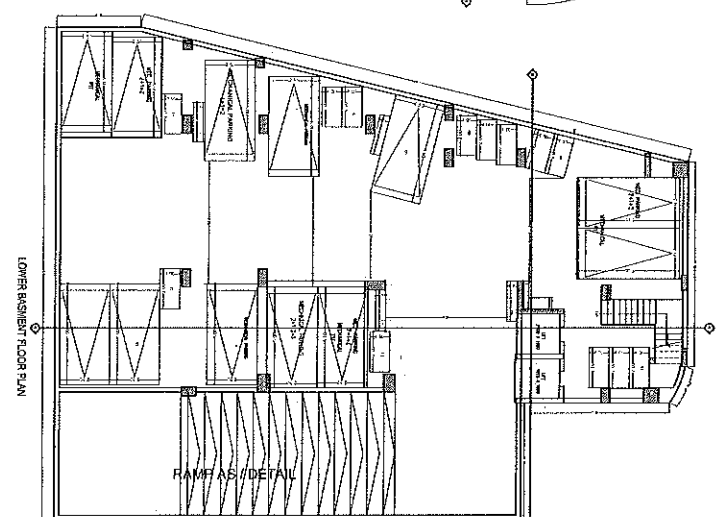
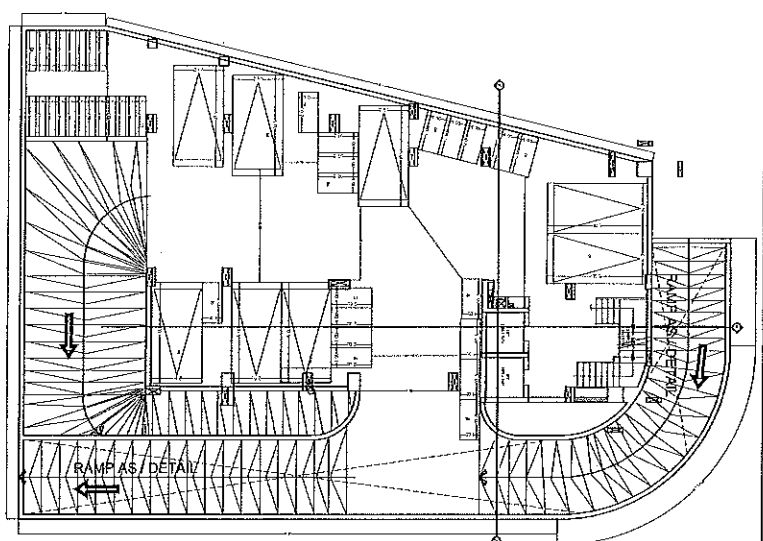
Arvind Arora
Director

For Jalpur Investment Ltd.

Anurag
Auth. Signatory

APPROVED

REVISED



TITLE	PROPOSED COMMERCIAL GYM
SUBTITLE	RESIDENTIAL COMPLEX AT PLOT NO S-5
PROJECT	COINTEGRATED, KEMPAK, JALOR
SCALE	1:100
OWNER'S SIGN	
ARCHITECT'S SIGN	
ARCHITECT'S	SHARMA ARCHITECTS PVT. LTD.

FOR JALOR MANAGEMENT LTD.
 JALOR SIGNATURE
 JALOR

SHARMA ARCHITECTS
 SHARMA ARCHITECTS PVT. LTD.

DRAFT

SCHEDULE-4

**[Description of the Apartment/Plot and Garage/Covered Parking (if applicable)
alongwith boundaries in all four directions]**

➤ **Copy Enclosed**

For Jaipur Investment Ltd

Ajay Anshori
Director

For Jaipur Investment Ltd.

Aravind
Auth. Signatory

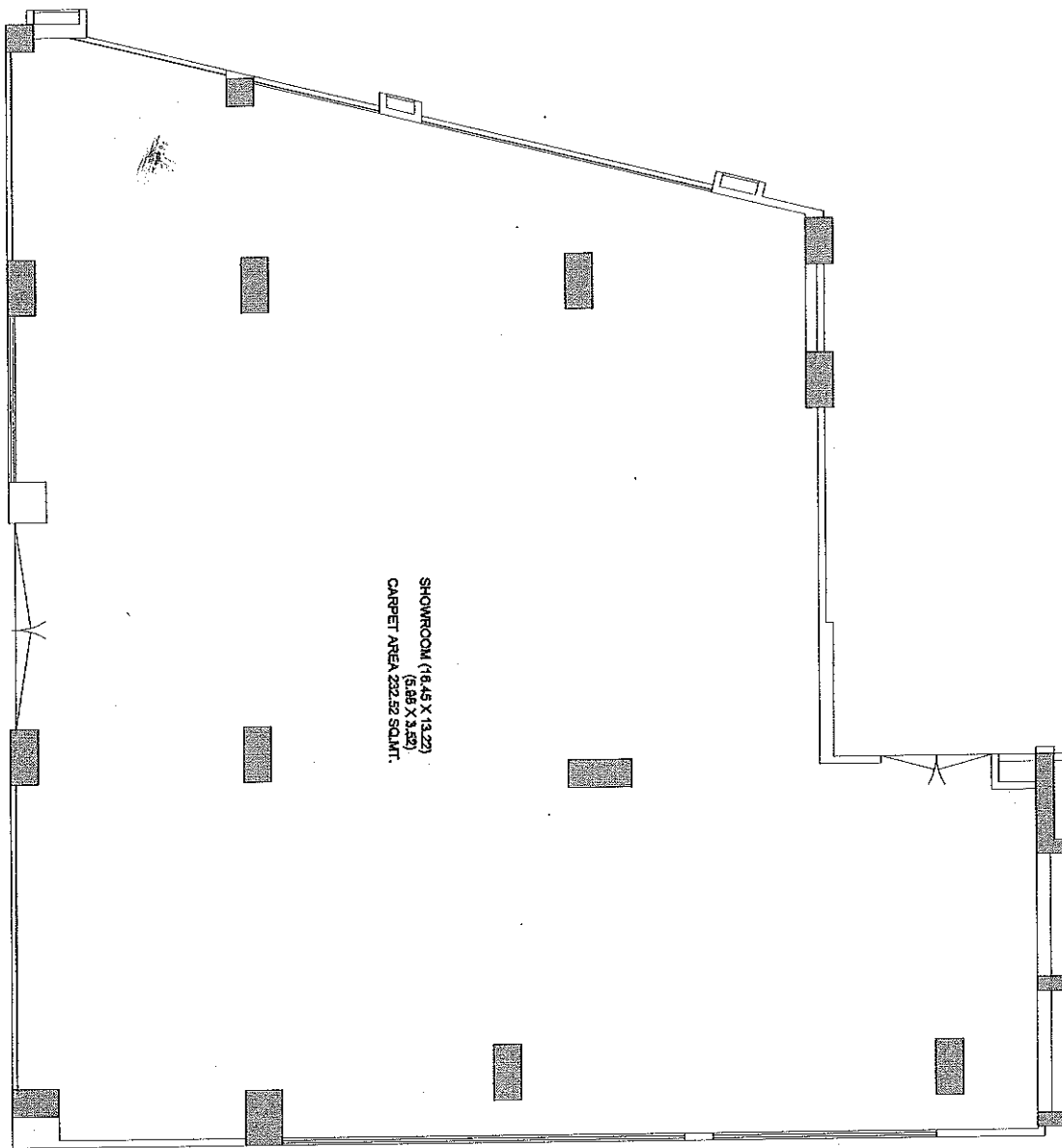
For Jaipur Investment Ltd.

Vijay Arora
Director

For Jaipur Investment Ltd.

Pranava
Auth. Signatory

TYPE-1 (SHOWROOM, GROUND FLOOR)

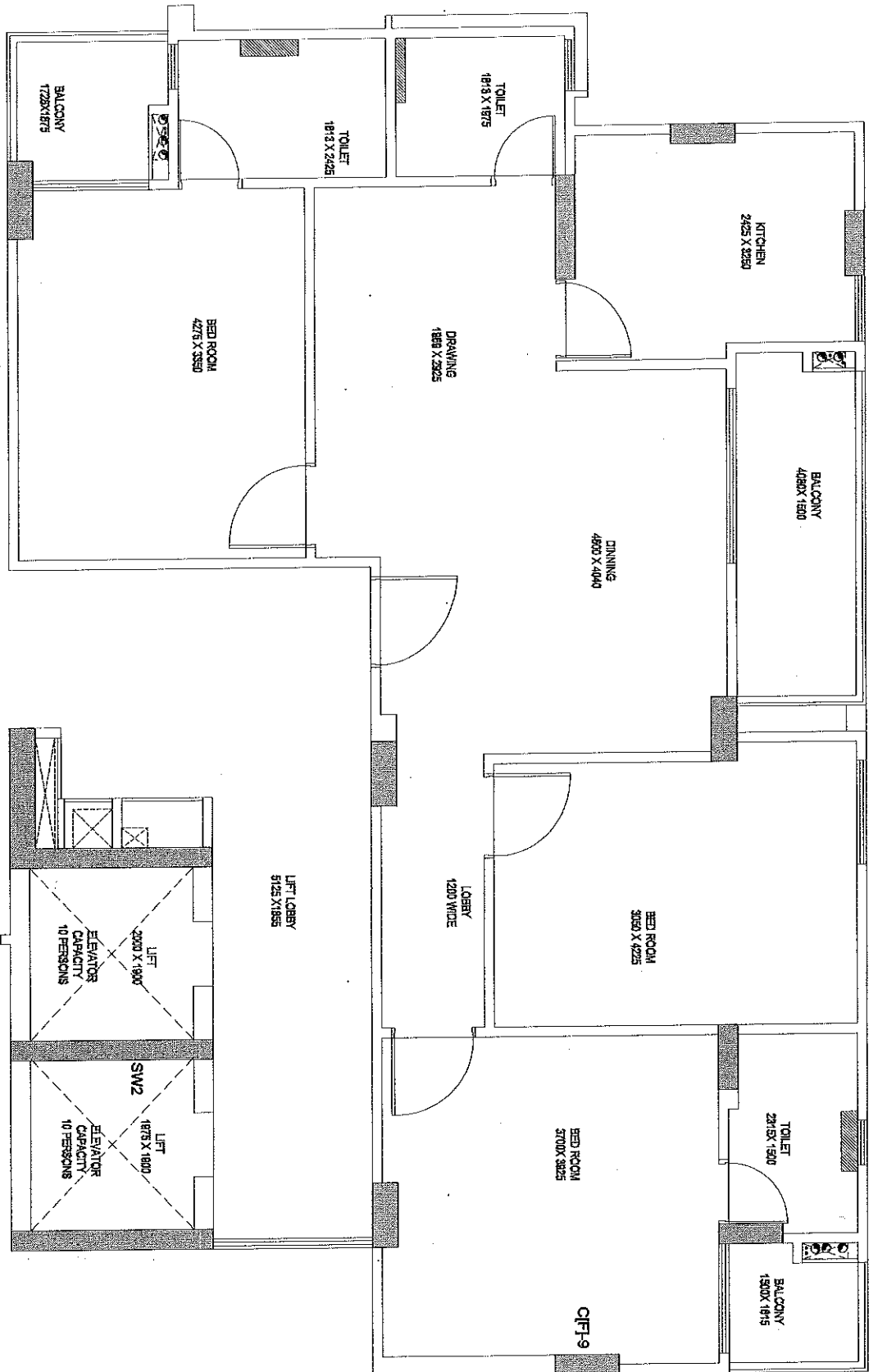


SHOWROOM (8.45 X 13.27)
(348 X 332)
CARPET AREA 232.52 SQ.MT.



NORTH

SANDEHYA



SANIDHYA

FOR JAIPUR INVESTMENT LTD.

FOR JAIPUR INVESTMENT LTD.

Director

Auth. Signature

TYPE-2 (3 BHK, FIRST TO ELEVENTH FLOOR)



NORTH





NORTH



TYPE- 3 (3 BHK, SECOND FLOOR)

For Jaipur Investment Ltd.

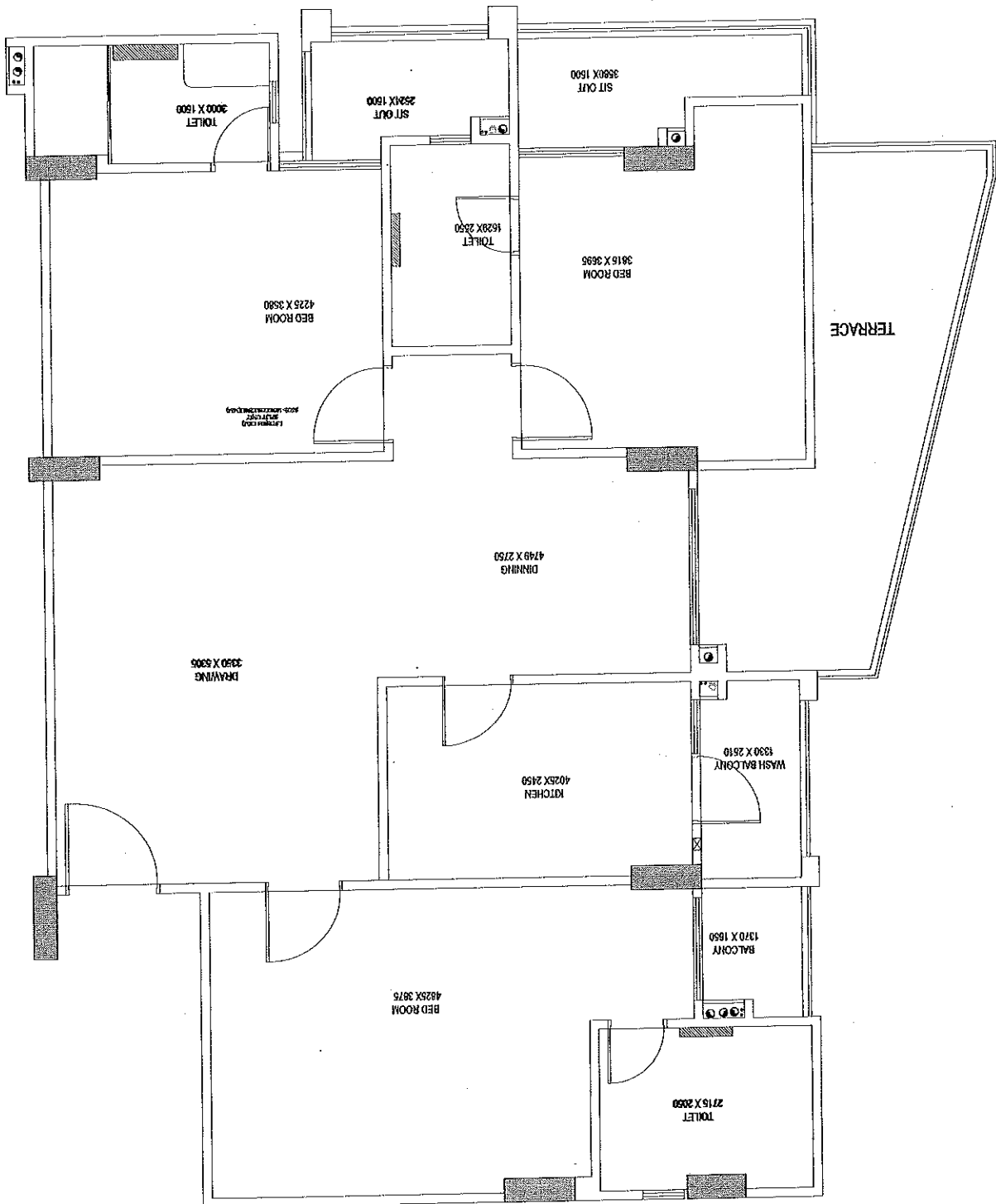
For Jaipur Investment Ltd.

Atul Choudhary

Director

Pradeep

Auth. Signatory

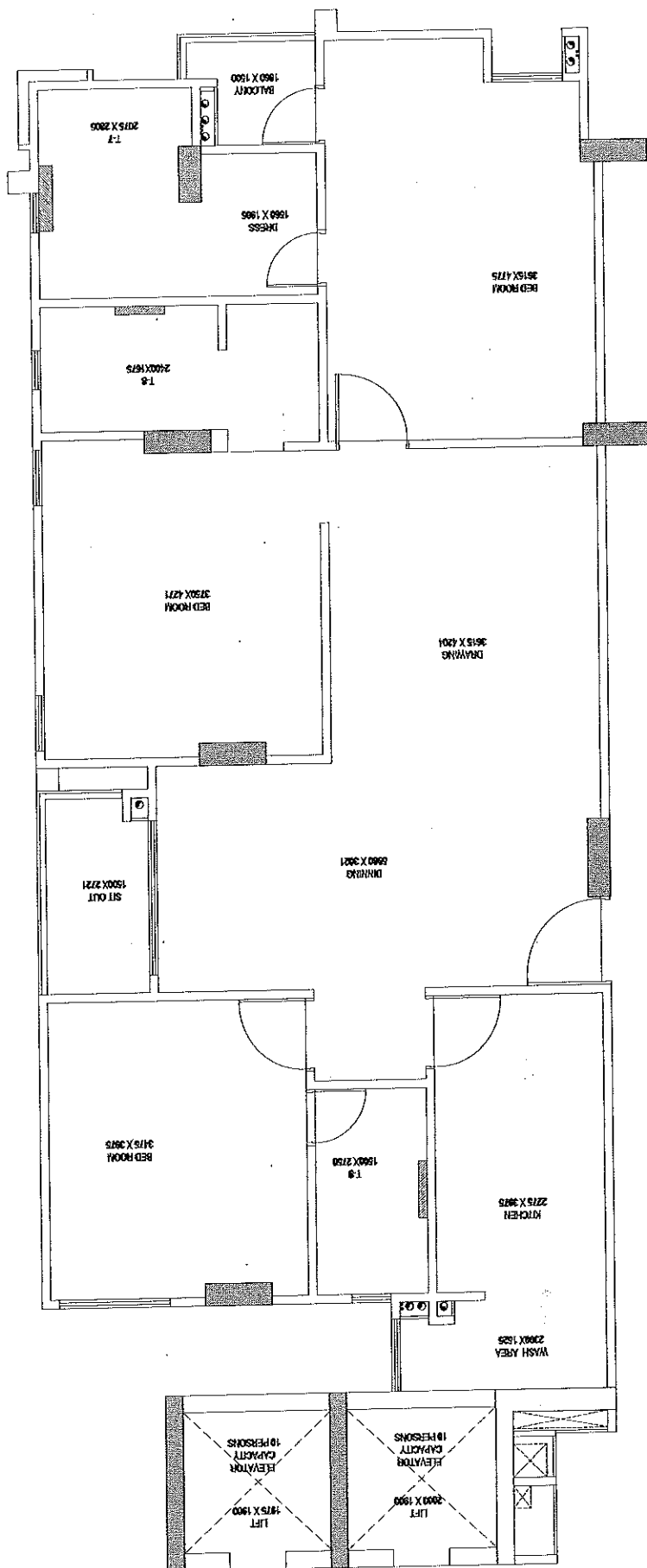


30/01/2020



NORTH

TYPE-4 (3 BHK, SECOND TO TENTH FLOOR)



For Jaipur Investment Ltd.

For Jaipur Investment Ltd.

Ally Arshad
Director

Pranika
Auth. Signatory

Stamp

10/10/10

10/10/10

TYPE- 5 (3 BHK, THIRD TO TENTH FLOOR)



NORTH

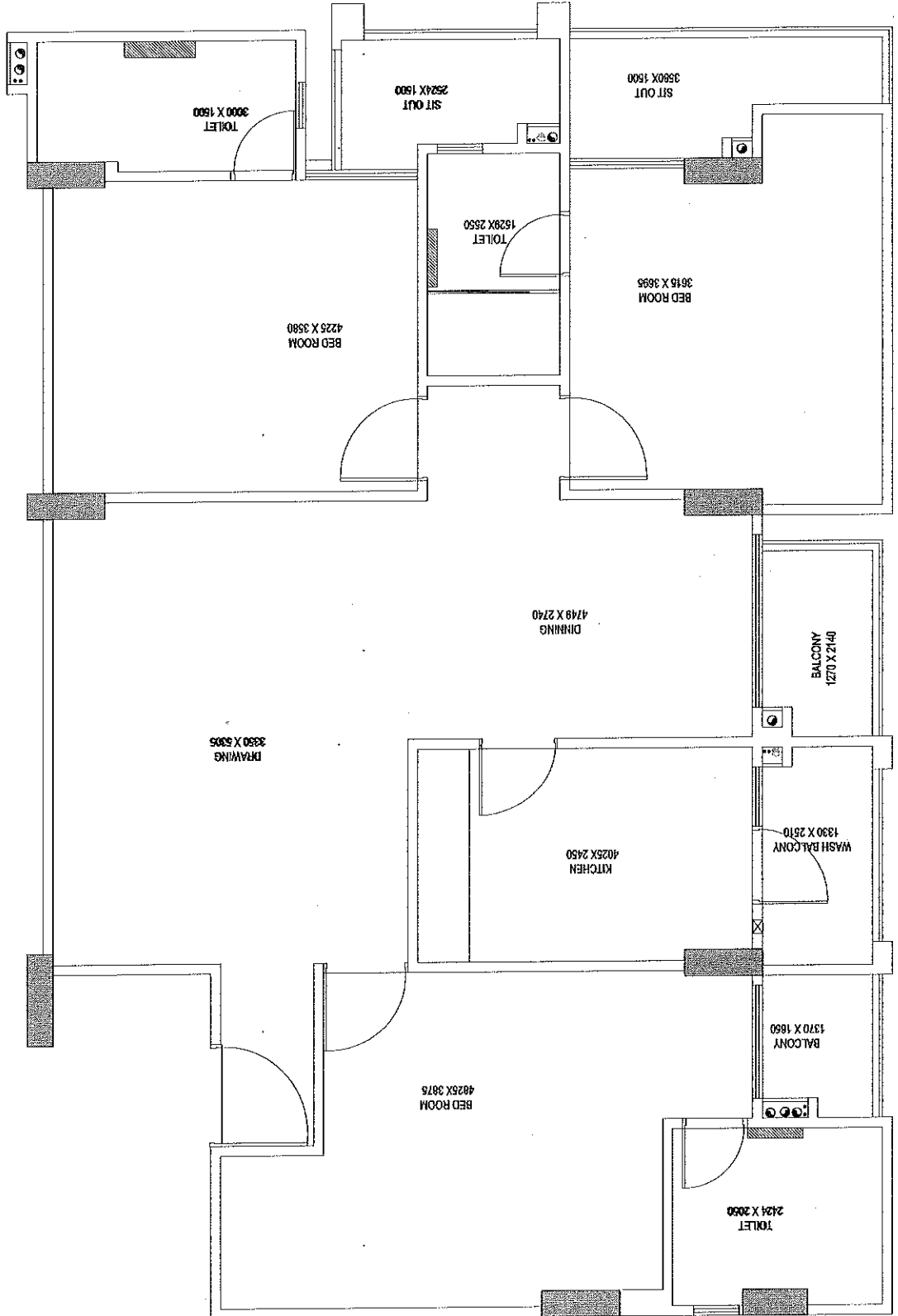
FOR JAIPUR INVESTMENT LTD.

FOR JAIPUR INVESTMENT LTD.

Atyankar
Director

Prasanna
Auth. Signatory

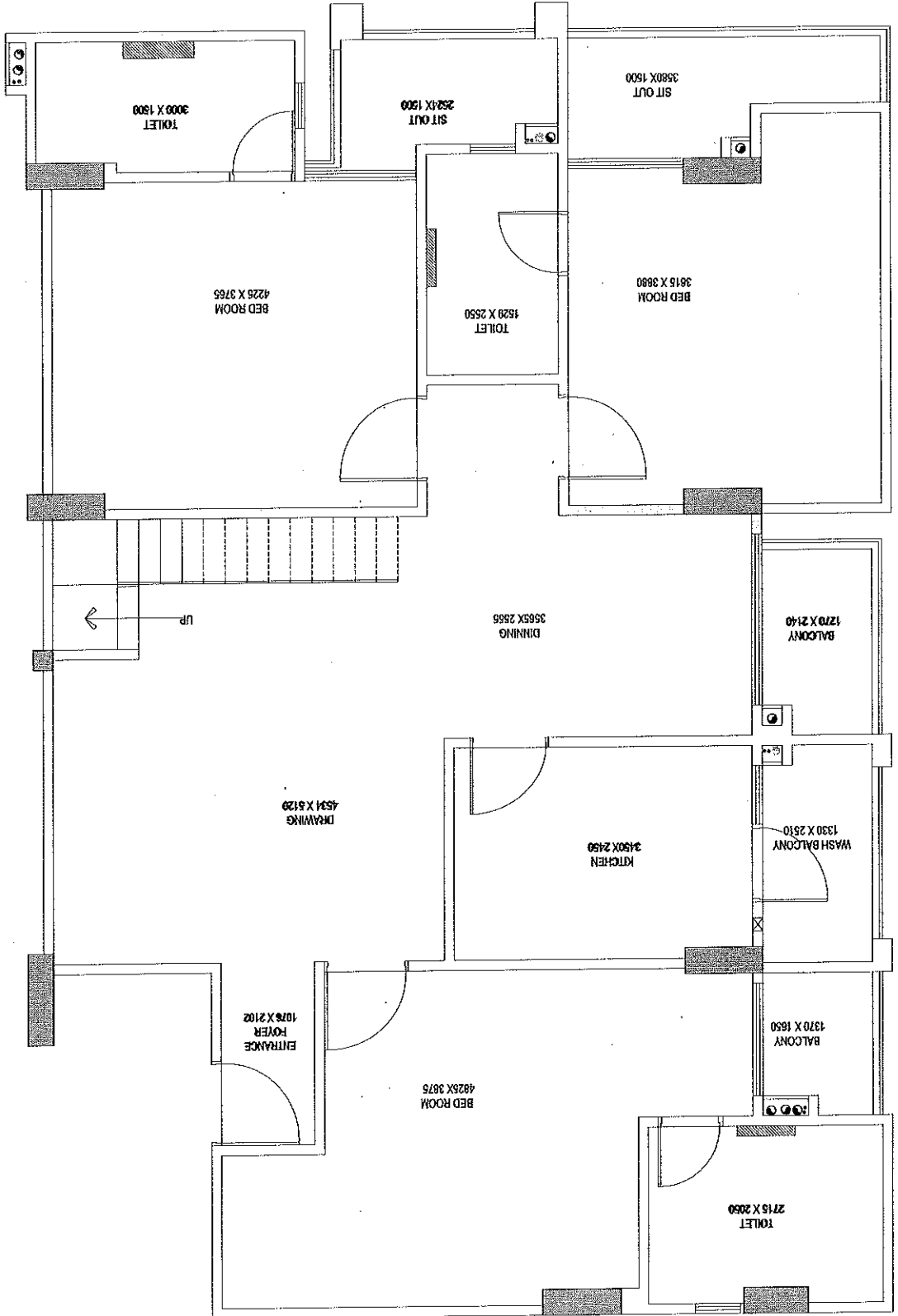
SAVED COPY





NORTH

TYPE- 6 (3 BHK, ELEVENTH FLOOR)



For Jaipur Investment Ltd.

For Jaipur Investment Ltd.

Atyacharya
Director

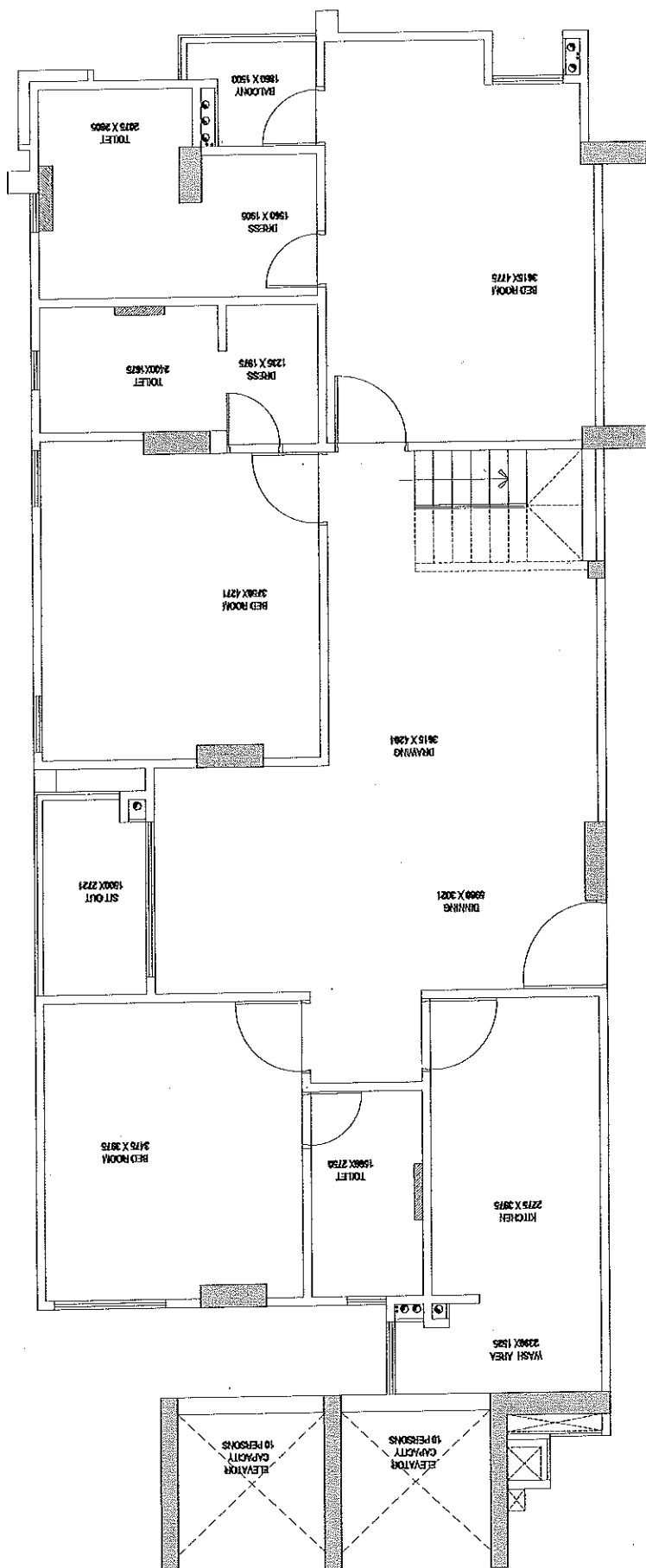
Prastha
Auth. Signatory

Stamp: SMD 11/11/11



NORTH

TYPE- 7 (3 BHK, ELEVENTH FLOOR)



For Jaipur Investment Ltd.

Signature
Director

For Jaipur Investment Ltd.

Signature
Auth. Signature

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

Vitrified Tiles
Emulsion Interior and Exterior Paint
Plaster with POP
Flush Doors
UPVC Windows.

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

Earthquake Resistant Structure
Premium elevators
Complete Alarm & Fire Fighting arrangements,
Ample space for parking
EPABX facility with Intercom.
RCC Frame Structure
High side electrical equipment-Transformer

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

For Jaipur Investment Ltd

Ajay Anandh
Director

For Jaipur Investment Ltd.

Pranika
Auth. Signatory



20-21