

FORM-B
[see rule 3(4)]
DECLARATION

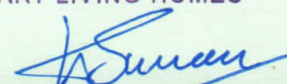


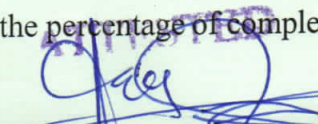
Affidavit cum Declaration of Mr. Dev Suman Saini duly authorized by the promoters of the proposed project vide its/his/their authorization dated

I, Dev Suman Saini S/o Late Sh. Mool Chand Saini, aged 52 years, R/o A-69, Jagatpura Road, Malviya Nagar, Jaipur, Promoter of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake as under : -

1. That the land is owned by who has a legal title to the land on which the development of the proposed project is to be carried out and a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project or the phase thereof , as the case maybe, is enclosed with application
2. That the said land is free from all encumbrances
3. That the time period within which the project or phase thereof , as the case maybe , shall be completed by promoter is 11-11-2021.
4. That seventy per cent of the amounts realised by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn only after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

For SMART LIVING HOMES


Partner


17 OCT 2017

7. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I /promoter shall take all the pending approvals on time, from the competent authorities.
9. That I /promoter have / has furnished such other documents as have been specified by the rules and regulations made under the Real Estate (Regulation and Development) Act, 2016.
10. That I /promoter shall not discriminate on the basis of caste, religion, region, language, sex or marital status against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

ATTESTED

NOTARY PUBLIC
JAIPUR (RAJ)

Verification

I, Dev Suman Saini, S/o Late Sh Mool Chand Saini, aged 52 years, R/o A-69, Jagatpura Road, Malviya Nagar, Jaipur do hereby verify that contents in para no. 1 to 10 of my above affidavit cum declaration are true and correct and nothing material has been concealed by me thereon.

Verified by me at Jaipur on this Seventeenth day of October Two Thousand and Seventeen.

For SMART LIVING HOMES

Dev Suman
Partner

Deponent

For SMART LIVING HOMES

ATTESTED
Dev Suman
NOTARY PUBLIC
JAIPUR (RAJ)

Dev Suman
Partner
Deponent

17 OCT 2017



Affidavit

I, Dev Suman Saini Son of Late Sh M. C. Saini aged 53years R/o A-69, Model Town, Malviya Nagar, Jagatpura Road, Jaipur (Raj.), Promoter, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project 'The Savoye' at Plot No. Bombay Walon Ka Bagh, Ajmer road, Civil Lines, Jaipur (Raj.) under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017
3. That the draft Agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.

For SMART LIVING HOMES

[Signature]
Partner
Deponent

Verification

I Dev Suman Saini Son of Late Sh M. C. Saini aged 53years R/o A-69, Model Town, Malviya Nagar, Jagatpura Road, Jaipur (Raj.), do hereby verify that the contents in para no. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur On this 17th day of October 2017

For SMART LIVING HOMES

[Signature]
Partner
Deponent

ATTESTED
[Signature]
NOTARY PUBLIC
JAIPUR (RAJ.)

17 OCT 2017

राजस्थान स्टाम्प अधिनियम, 1993 के अन्तर्गत स्टाम्प सॉल पर प्रयोजित अधिवार	
1. आधारभूत अधिवार नाम सुविधाओं हेतु (धारा 1-क) - 10% रुपये	5/-
2. गाय और उसकी नर, के संरक्षण और संवर्धन हेतु (धारा 3-ख) - 10% रुपये	5/-
कुल योग 10/-	
हरताक्षर स्टाम्प वेण्डर	

12593

13 OCT 2017

गुप्त का नाम
 पिता का नाम
 निवास स्थान
 गुप्तक खरीदने का आदेश तथा सम्बन्धित कार्य
 का मूल्यांकन.....

2-माई लिखिया डोम

हरजीत कौर
 स्टाम्प विक्रेता

हरताक्षर स्टाम्प क्रता

ला. नं. 19/98

गुरुनानकपुरा, जयपुर (राज.)

13 OCT 2017

10/11/17



Affidavit cum declaration regarding Agreement to Sale

I, Dev Suman Saini S/o Late Sh. Mool Chand Saini, aged 52 years, R/o A-69, Jagatpura Road, Malviya Nagar, Jaipur duly authorized by Smart Living Homes, promoter of proposed project, having registered office at 405, Lane 2, Rajapark, Tilak Nagar, Jaipur, 302004, do hereby solemnly declare, undertake as under :-

1. That the draft Agreement to sale of our project "The Savoye" at Bombay Walon Ka Bagh, Village Madhrampura, Civil Lines, Ajmer Road, Jaipur is in accordance to Form-G of Real Estate Regulation Act, 2016
2. That none of the terms and conditions of the draft Agreement to sale presented by us violate the rules and laws of the Real Estate (Regulation and Development) Rules, 2017).
3. That if any contradiction arises in future, Smart Living Homes, the promoter of proposed project, will be responsible for it.

For SMART LIVING HOMES

[Signature]
Partner
Deponent

Verification

I, Dev Suman Saini, S/o Late Sh. Mool Chand Saini, aged 52 years, R/o A-69, Jagatpura Road, Malviya Nagar, Jaipur do hereby verify that contents in para no. 1 to 3 of my above affidavit cum declaration are true and correct and nothing material has been concealed by me thereon.

Verified by me at Jaipur on 17th day of October 2017

For SMART LIVING HOMES

[Signature]
Partner
Deponent

ATTESTED
[Signature]
NOTARY PUBLIC
JAIPUR (RAJ)
17 OCT 2017

राजस्थान स्टाप्य प्रविधिक, 1998 के अन्तर्गत स्टाप्य रा. धर प्रगति अविष्कार	
1. आवासीय अथवा अन्य सुविधाओं हेतु (अथवा - 10% रा. धर)	5/-
2. गाव. पंचायत के प्रयोग और संवर्धन हेतु (अथवा - 10% रा. धर)	5/-
	कुल रा. 10/-
	सेक्टर

12596

दिनांक 13 OCT 2017
 ग्राम का नाम
 पिता का नाम
 निवास स्थान
 मुद्रांक धरीदर या अन्य तथा सम्बन्धित कार्य
 का गुणवत्ता

हरजीत कौर
 स्टाप्य विज्ञेता
 ला. नं. 19/98
 3 OCT 2017

FOR SMART LIVING HOMES

FOR SMART LIVING HOMES

Smart Living Homes

Office: Hotel Corporate Inn, 405, Lane No 2, Raja Park, Jaipur 302004
Phone No.: +91 141 2620711/715

ALLOTMENT LETTER

Date: _____

Mr./Ms./Mrs _____

Co-Applicant : _____ (if Any)

Sub: Letter of allotment of residential flat "The Savoye" apartment situated at Bombay Walon ka bagh, Civil Lines, Ajmer Road, Jaipur.

Dear Sir/ Madam

Heartily Congratulations!!!

We are delighted to inform you that you have been allotted a unit/flat bearing no. _____ on _____ floor, having tentative Carpet area of _____ sq ft. and exclusive balcony area of _____ sq ft. Built-up area of _____ sq. ft and Super Built-up area of _____ sq .ft ("Unit") against your Registration/ Application from no. _____ dated _____ ("Application Form"), in our Residential project named as **The Savoye** ("Project") which is being developed upon land admeasuring 1557.90 sq. Mtrs, corresponding to Bombay Walon ka Bagh, Ajmer Road, Civil lines, Jaipur, ("**Scheduled Land**") in accordance with terms and conditions of said Application Form and this allotment letter.

The Allotment of the said Unit/space is subject to the terms and conditions of the application form, this allotment letter and the terms and conditions of the space buyer agreement / agreement to sell, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payments schedule mentioned in this allotment letter.

For SMART LIVING HOMES


Partner

Signature of Pramod

Signature of Allottee(s)

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

For any query, please feel free to visit our site or office at 405, Lane-2, Raja park, Jaipur and we would be happy to assist you.

Assuring you the best our services.

You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A RESIDENTIAL UNIT IN THE RESIDENTIAL PROJECT NAMED "The Savoye"

1. The Project has been registered with the Real Estate Regulatory Authority on dated _____ and the Project's Registration Certificate no. is _____. This registration is valid for a period of _____ Years commencing from _____ unless renewed by the regulatory Authority. The details of the Promoter and the Project are also available on the website(<http://www.rera-rajasthan.in/>) of the Regulatory Authority as required under Act.
2. The Basic sale consideration of the unit is Rs _____ /- (Rupees _____ only) calculated @Rs _____ /- (Rupees _____ only) per sq ft of super built up area, including consideration for exclusive balcony (hereinafter referred to as "Sale price of unit")
3. The basic sale consideration of unit does not include and thus, the allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (additional payments)
 - a) Interest free maintenance security deposit ("IFMD") Rs _____ / - (Rupees _____ Only) calculated @Rs .../- per sq ft of super built-up area.
 - b) Service tax / GST of Rs _____ / - (Rupees _____ Only);

For SMART LIVING HOMES


Partner

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

4. The Basic Sale consideration of unit and additional payment on respect of the unit aggregate to is Rs _____ /- (Rupees _____ Only)
(Hereinafter be referred to as "Total aggregate amount")
5. The allottee(s) is aware that the total payable amount is inclusive of the booking amount , GST, Vat/Service Tax/Cess or any other similar taxes levied in connection with the construction of the project upto the date of handing over of possession of the unit, cost of internal/ external development charges and the cost of providing all facilities, amenities, specification within the unit and the project and more specifically detailed in Annexure-I annexed herewith.
6. The allottee(s) shall pay the total payable amount of Unit less booking amount of Rs _____ /- (Rupees _____ only) paid vide Cheque number _____ drawn on _____ bank, dated _____ strictly in accordance with the payment plan annexed herewith as Annexure – I through Account payee Cheque / Demand Draft or online payment (As applicable) in favor of SMART LIVING HOME, 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).
7. The total payable Amount is escalation-free, save and except increases and introductions, which the Allottee(s) agrees to pay , due to increase on account of development charges, which the competent authority and/or any other introduction/increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of project. The promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, newly introduced 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.

For SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

8. Every Allottee(s) shall bound to join, subscribe and become member of the resident's Association, which will maintain common areas and common facilities of the project and regular up keep of project and shall pay monthly maintenance charges to the resident's association as prescribed. The allottee(s) shall sign and execute the application for becoming a member of the resident's association and sign the copy of bye-laws of the resident's association and shall duly fill-in, sign and return to the promoter within ten (10) days of the same being forwarded by the project to the resident's association, it shall be the sole responsibility of the Resident's association, to run and maintain the common areas and common facilities of the project. The promoter shall transfer the IFMD to the resident's association without any interest to the resident's association.
9. In case there in any change/ modification in the taxes of introduction of any now direct, indirect tax, the subsequent amount payable by the allottee(s) to the promoter shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include the extension of registration, if any granted to the project by the authority as per the act, the same shall not be charged from the allottee(s).
10. The allottee(s) agrees to execute the promoter's standard agreement for sale, sale deed or any other agreement and/ of document, as and when called upon to do so by the promoter. A copy of promoter's standard agreements in respect of the project is available on <http://www.rera-rajasthan.in>.
11. The promoter shall periodically intimate to the allottee(s) about the installment/ amount payable and the allottee(s) shall make payment within the time and in the manner specified therein.
12. The promoter shall have the right to adjust/appropriate the installment amount received from the allottee(s) first towards the interest and other sums, if any, due from the allottee(s) and the balance, if any, towards the total payable amount.

For SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

13. The allottee(s) shall make all payments under this agreement only from his bank account(s). the promoter shall not accept any payment/ remittances made by third party on behalf of allottee(s) and if in case such payments are accepted, the person paying on or assessments, in respect of the unit falling due the date of possession shall be borne by the allottee(s).
14. A detailed agreement to sell shall be executed between the allottee(s) and the promoter in the promoter's standard agreement for sale format mentioned hereinabove.
15. The sale deed shall be executed and got registered and title of the unit along with pro rate share in common areas and facilities of the project shall be conveyed by the promoter in favour of the allottee(s) within a period of three (3) months from the date of issue of occupancy certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the promoter by the allottee(s) in terms of the application form, this allotment letter and agreement for sale and subject to compliances of all other relevant terms and conditions of the application form, this allotment letter and the agreement to sell. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of agreement for sale, sale deed, etc shall be borne by the allottee(s)
16. The timely payment of installments as per the payment plan shall be the essence of this allotment. In case the allottee(s) fails to make payment of any installment as per payment plan, despite having been issued notice in this regard by the promoter, the allottee(s) shall be liable to liable to pay interest as per Rajasthan teal estate (Regulation and development) rules, 2017 ("Rules") if the above default in payment extends for a period beyond 2 months after demand notice from the promoter in this regard, the promoter shall be entitled to cancel the allotment of the unit and refund the amount paid by the allottee(s) after deducting 10% of the basic sale consideration of unit ("**Earnest Amount**") all taxes, duties, cess, etc. deposited by the promoters to the concerned department / authority in respect of the unit and the interest liabilities after the sale of unit to a new allotte, from the amounts realized from the such new allotte.

For SMART LIVING HOMES


Partner

Signature of Pramoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

17. The promoter upon obtaining the occupancy certificate from the competent authority / Govt approved architecture shall offer in writing the possession of the unit to the allottee(s) in terms of agreement for sale to be taken within 30 days from the date of issue of occupancy certificate.

18. Subject to force majeure, the promoter agrees to offer possession of the unit on or before _____ and in the event of the failure of the allottee(s) to take over the possession of unit, the promoter shall have the option to cancel allotment and forfeit earnest amount and interest liabilities and refund balance amount without any interest or the promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment subject to the recovery of :

- i) The amount due with interest as mentioned in the notice for possession from the due date till date of the payment
- ii) Maintenance charges from the date of offer of possession as per notice of possession.
- iii) Holding/ safeguarding charges @ _____ per sq. feet per month for the period of delay

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the unit by the allottee exceeds 60 days, the promoter, without prejudice to its rights under this allotment letter shall be entitled to terminate the allotment and forfeit earnest amount the interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of unit to a new allottee from the amounts realised from the such new allottee.

19. In case the allottee(s) cancels/withdraws from the project without any fault of the promoter the promoter herein is entitled to forfeit the earnest amount all any taxes duties cess etc paid by the allottee(s) and deposited by the promoter to the concerned department/authority in respect of the unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said 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

For SMART LIVING HOMES


Partner

Signature of Pramoter

Signature of Allottee(s)

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

returned by the promoter to the allottee(s) without any interest after the sale of unit to a new allottee from the amounts realized from the such new allottee.

20. Further on cancellation of allotment of unit by the promoter or by the allottee(s) all rights title and interest of the allottee(s) over the unit shall stand extinguished and the allottee(s) shall have no further legal right title and interest of any nature over the unit and the promoter shall be entitled to transfer the unit to any other person(s) at its own discretion.
21. 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(s) with interest within forty-five (45) days from that date. The promoter shall intimate the allottee(s) about such termination at least thirty (30) day prior to such termination. Allottee(s) agrees 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 application from, this allotment letter and sell to be executed.
22. The promoter shall not make any additions and alterations in the sanctioned plans layout plans and specifications and the nature of fixtures fittings and amenities in respect of the said unit without the previous written consent of the allottee(s) and promoter shall not make any other additions and alterations in the sanctioned plans layout plans and specifications of the buildings or the common areas and facilities in respect of the project without the previous written consent of the 2/3rd of allottee(s) of the project and the allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The promoter may send a letter to the allottee(s) for the purpose of taking such consent through registered A.D. on the address mentioned herein and in case the allottee(s) does not reply to such letter within one week from the date of delivery of letter the same shall be deemed to be consent of the allottee(s) as required under section 14 of the Act.

For SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

Provided that the promoter may make such minor additions or alterations as may be required by the allottee(s), or such minor changes or alterations as per the provisions of section 14 of RERA.

23. The promoter shall confirm to the final carpet area/super built up area that has been allotted to the allottee(s) after the construction of the project is complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes if any in the super built up area/carpet area. The total payable amount payable for the super built up area/ 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 rate from the date of receipt of last installment of total payable amount. If there is any increase in the carpet area which is not more than three percent of the carpet area of the unit allotted to the allottee(s) the promoter may demand the additional consideration, charges, taxes, etc. from the allottee(s) with the next milestone of the payment plan. All these monetary adjustments shall be made in proportion to total payable amount as agreed in clause 4.
24. The allottee(s) shall be liable to pay from the date of offer of possession, urban development 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 super built-up area/ carpet area of unit to the super built-up area/ carpet 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 promoter within 15 days from the date of notice in this regard from the promoter failing which the promoter shall be entitled to charge interest 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.

For SMART LIVING HOMES


Partner

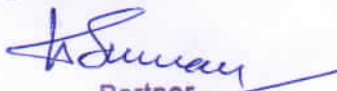
Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

25. On intimation from the promoter, the allottee(s) shall be bound to execute the agreement for sale and other documents as may be required by the promoter and the terms and conditions of the same shall be binding upon the allottee(s). on failure to execute the same within thirty days(30) from the receipt of notice in this regard and/or failure to adhere to the terms and conditions mentioned in demand letters or such notice, the promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, all sums deposited by the allottee(s) in connection therewith including the booking amount shall be returned to the allottee(s) after deducting 20% of the received amount without any interest or compensation whatsoever within forty-five(45) days from the date of termination and the promoter shall be free to deal with the unit as it may deem fit and proper and the allottee(s) shall not have any right, title, interest and /or lien over the unit.
26. In case, 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 shall be solely responsible for all the cost and expenses, including income tax, stamp duty and registration charges, etc. in respect of such transfer.
27. The Allottee(s) can obtain finance from any financial institution / bank or any other source but the allottee(s) obligation to buy/purchase the unit shall not be contingent on the allottee(s) ability or eligibility to obtain such financing and the allottee(s) would remain bound under this allotment letter and agreement to sell, whether or not he or shee has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the promoter, as the payment plan mentioned in Annexure-1 annexed herewith on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this

For SMART LIVING HOMES


Partner

Signature of Pramoter

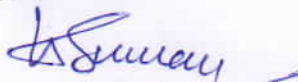
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

regard. In the event of allottee(s) failing to pay due installments by the respective due date, the allottee(s) shall be governed in accordance with the clause 16 as stated above.

28. The allottee(s) agrees that the development of the project is subject to force majeure clause, which includes Acts of God, war, storm, Cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.
29. 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 it shall be free to deal with, in accordance with applicable laws.
30. In case of cancellation of allotment by the allottee(s) or cancellation by the promoter in accordance with the terms and conditions of the application form, allotment letter, the allottee(s) shall not have any right or interest in respect of such unit and the promoter shall be entitled to allot such unit to any other applicant.
31. The allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, RERA, etc as may be applicable on the project.
32. The allottee(s) confirms that he has understood each and every clause of this allotment letter and its legal implication thereon and has clearly understood his obligations and liabilities and the promoter's obligations and limitations set for the in this allotment letter. The allottee(s) shall keep the promoter and its agents and representatives indemnified and harmless against any loss or damages that the promoter may suffer as result of non-observance or non-performance of the covenants and conditions of this allotment letter.

For SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

33. This allotment letter shall be construed in accordance with Act, Rule and regulations made thereunder including other applicable Laws of India for the time being in force.

Warm Regard

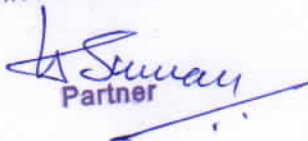
For Smart Living Homes

Authorised Signatory

ACCEPTANCE OF ALLOTMENT

I/We hereby accept the allotment of flat/unit bearing no _____ On _____ floor, tentatively measuring carpet area of _____ sq ft and exclusive balcony area of _____ sq ft, super built up area of _____ sq ft in residential project name as "The Savoye". Which is being developed by M/s Smart Living homes situated at Bombay wala ka bagh, Civil Lines, Ajmer road, Jaipur, subject to the terms & condition of the application / registration form no _____ dated _____ this allotment letter.

For SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

ANNEXURE – 1

(Payment Details)

Payment Schedule : -

Stage of Development works and completion of Unit	Percentage of the total payable amount of the Unit (As per Clause 4)	Installment amount in Rs.	Period within which the installment is to be paid by the allottee(s)
At the time of booking/ Registration	10%		
At the Time of Allotment	5%		
Start on Foundation	10%		
On Casting of Ground Floor	10%		
On Casting of 1st Floor Roof	10%		
On Casting of 2nd Floor Roof	10%		
On Casting of 3rd Floor Roof	10%		
On Casting of 5th Floor Roof	10%		
On Casting of 7th Floor Roof	10%		
On Casting of 9th Floor Roof	10%		
On Possession Intimation	5%		

For SMART LIVING HOMES


Partner

Signature of Pramoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

FORM-G
[see rule 9]

AGREEMENT FOR SALE

Affix Color
photograph of
Allotted/
First Allotted
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 at on this day of
Two thousand and

BY AND BETWEEN

1. M/s **SMART LIVING HOMES**, a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at 405, Lane-2, Rajapark, Tilak Nagar, Jaipur - 302004 and its PAN is ADAFS5610H represented by its authorised partner Mr. Dev Suman Saini (Aadhar No.583579324619) duly authorized vide authority letter dated 09-12-2016 passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Developer" or "Promoter no 1"), 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 ONE PART.
2. Mrs. KANTA KHEMKA D/o Sh. Shyam Sunder Agarwal (PANAGCPK0626Q) resident of House No 11, Bombay Walon ka bagh, Ajmer road, Civil Line, Jaipur (Adhar No. 593250065469) referred to as the "Land Owner" or Promoter no. 2, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and permitted assignee(s)

The Land owner/ Promoter No. 2 has authorised developer/promoter No. 1 to sign and execute this agreement on his behalf vide power of attorney dated 14-
For SMART LIVING HOMES


Signature of Pramod
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

12-2016 registered in the office of Sub Registrar (1), Jaipur on dated 14-12-2016 in book no 6, Volume No 3, page no 82 serial no. 201603015600104 and additional book no. 6, volume no 1 page no 552 to 563.

The Promoter No. 1 and the promoter No. 2 are together turned as the "Promoters" under this agreement.

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.

Person(s) named hereof hereinafter singly /Jointly 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),
administrator(s), executor(s), & permitted assignee(s).

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

For SMART LIVING HOMES


Partner

Signature of Promoter

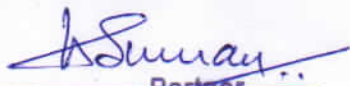
Signature of Allottee(s)

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

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) **"APPLICABLE LAWS"** shall mean all acts, rules and regulations in force and in effect as of the date of hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development/ construction / sale of the Project.
 - (c) **"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;
 - (d) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is apartment to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is apartment to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s);
 - (e) **"AUTHORITY"** shall mean the Real Estate Regulatory authority.
 - (f) **"INTEREST"** means the interest payable at the rate specified in rule 17 of the rules;
 - (g) **"PARA"** means a Para of this Agreement;
 - (h) **"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;
 - (i) **"REGULATION"** means the Regulation made under the Act;
 - (j) **"RULES"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (k) **"SCHEDULE"** means the Schedule attached to this Agreement;
 - (l) **"SECTION"** means the section of the Act;

For SMART LIVING HOMES


 Signature of Pramoter
 Partner

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

 Signature of Allottee(s)

- (m) **"LAND"** shall mean the whole of Land measuring 1557.90 sq. mtrs situated at Bombay walon ka bagh, Ajmer Road, Civil Lines, described in Schedule-1 hereunder written.
- (n) **"FLAT"** shall mean the space in the building intended AND / OR capable of being exclusively occupied, and as described in Schedule-3 of this Deed.
- (o) **"COLLABORATION AGREEMENT"** shall mean the agreement dated 14-12-2016 executed & registered between Mrs. Kanta Khemka D/o Late Sh. Shyam Sunder Agarwal and M/s. Smart Living Homes through its Partner Sh.Dev Suman Saini.
- (p) **"SINGULAR"** shall include the plural and vice versa.
- (q) **"MASCULINE"** shall include the feminine and vice versa.

- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT -

- A. The Promoter is in lawful possession of the land which is a part of Bombay Walon Ka Bagh allotted by "Highness Jaipur Estate" on 24 Aug 1945 of revenue village Madhrampura situated in Civil Lines, Ajmer Road City Jaipur district Jaipur with a total area measuring of 1557.90 square meters, The promoter propose to develop /construct a residential apartment as per the collaboration agreement made with land owner Mrs. Kanta Khemka and which was registered on 14.12.2016 with Sub-registrar (Jaipur-1) by book no 1 volume no 984 page no 131 serial no 201603015109755 and additional book no. 1 volume no 3932 page no 232 to 259 with by document no. 201601015011554. (hereinafter referred to as 'Land' and more fully described in the Schedule-1)
- B. The owner of the land is Mrs. Kanta Khemka daughter of Late Sh. Shyam Sunder Agarwal resident of Bombay walon ka bagh, Ajmer Road, Civil Lines, Jaipur and the ownership rights came through the following chain of Title:

Mrs. Kanta Khemka is the owner of the subdivided (East-North part of main plot) plot of land situated at Bombay Walon ka Bagh, village Madrampura (Civil Lines), Jaipur. This plot in bounded East side of the other and West side of the remaining part of Bombay Walon ka Bagh (IBIS hotel), North

For SMART LIVING HOMES


Partner
Signature of Promoter

Signature of Allottee(s)
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

side main 120 feet wide ajmer road and South side also remaining part of Bombay Walon ka Bagh (IBIS hotel).

This plot was initially allotted by his-highness Jaipur to Smt Suraj bai Agarwal W/o Sh Nathu lal agarwal, this patta (possession letter) was issued by Tehsildar Jaipur on dated 24.08.1945. Than after Smt Suraj Bai Agarwal died on dated 11.03.1992 and after her death her successor Mr. Shyam Sunder Agarwal S/o Late Sh. Nathulal Agarwal and Smt Sushila Devi D/o Late Sh. Nathu Lal Agarwal on dated 28.04.2000 Sh. Shyam Sunder Agarwal died and after his death, his successor Smt Parmeshwari Devi Agarwal w/o Late Sh. Shyam Sunder Agarwal, Sh. Ram Swaroop Agarwal, Sh. Ramesh Chand agarwal S/o late Sh. Shyam Sunder Agarwal and Smt Kanta Khemka D/o Sh. Shyam Sunder Agarwal and Smt Sushila Devi also died on dtated 29.06.1983 and after her death Sh Narender Lohiya and Sh. Surender Lohiya became her successor. This way this property "BOMBAY WALON KA BAGH" now belongs to Smt. Parmeshwari Devi, Ramswaroop Agarwal, Sh. Ramesh Chand Agarwal, Smt Kanta Khemka, Sh. Narender Lohiya and Sh. surrender lohiya. Then after Smt. Parmeshwari Devi, Ramswaroop Agarwal, Sh. Ramesh Chand Agarwal, Smt Kanta Khemka, Sh. Narender Lohiya and Sh. surrender lohiya jointly executed partition deed on dated 30.03.2001 for the distribution of the above complete land and this partition deed was registered at sub-registrar Jaipur-2nd on register no 6551 book no 1, volume no 292 page no 151 on dated 04.06.2001 additional book no 1 volume no 1156 serial no 1 page no 1 to 7 as per this registered "Partition Deed" the East-North part of the above said land Bombay Walon ka Bagh Village Madrampura (Civil Lines) Ajmer Road Jaipur came in the ownership right of the Mrs. Kanta Khemka.

Then after party of the Mrs. Kanta Khemka applied for the sub division of her East-North part having area of 1557.960 Sq Mtr in Jaipur Nagar Nigam, On behalf of her application Jaipur Nagar Nigam had issued letter no F-13() uppa-aayo/ NNJ/2016/18 dated 12.04.2016 and has accepted the above sub division having total area of 1557.90 Sq Mtrs.

Whereas the above mentioned owner Mrs. Kanta Khemka of the said plot Bombay walon ka Bagh having area of 1557.90 Sq. Mtrs. have executed an agreement of collaboration with "SMART LIVING HOME", 405, Lane No.-2, Rajapark, Tilak Nagar, Jaipur a partnership firm registered under The Partnership Act, 1932 and having its office at 405, Lane-2, Rajapark, Jaipur, (Rajasthan) through its Partner Shri Dev Suman Saini S/o Mool Chand Saini, Aged 52 years., Resident of A-69, Model Town, Malviya Nagar, Jaipur. (Hereinafter called as the Party of the Second Part or Developer which expression shall unless it be repugnant to the context OR meaning thereof be deemed to include all the, partners, legal heirs, authorized representatives, nominees, assignees legatees, administrators, executors, successors in interest etc.) and this collaboration agreement was registered on 14.12.2016 with Sub-registrar (Jaipur-1) by book no 1 volume no 984 page no 131 serial no 201603015109755 and additional book no. 1 volume no 3932 page no 232 to

For SMART LIVING HOMES


Signature of Promoter
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

259 with by document no. 201601015011554, hereby the flat nos as per the following flats came in the ownership rights of the promoter :

201,202,203,204, 401,402,403,404, 701,702,703,704, 901,902 & the reaming following flats came in the ownership right of land owner Mrs. Kanta Khemka:

101,102,103,104, 301,302,303,304, 501,502,503,504, 601,602,603,604, 801,802,803,804, 904

- C. The said land is earmarked for the purpose of residential project, comprising Basement + Stilt + 9 multistoried apartment buildings and the said project shall be known as "THE SAVOYE".
- D. The Promoter is fully competent to enter in to this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Flats / land on which Project is to be constructed have been completed.
- E. The Nagar Nigam Jaipur has granted the commencement certificate to develop the Project vide its approval vide no. F13() varishthnagarniyojak / JNN/2017/975 dated 02-03-2017 regarding construction of building and approval of maps by Nagar Nigam Jaipur (hereinafter referred as JNN).
- 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 'THE SAVOYE', (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 1557.90 square meters situated at Bombay walon ka bagh, Ajmer Road, Civil Lines, Jaipur and latitude (N) 26-54'-28.7" to 31.1" & longitude (E) 75-46'-47.8" to 49.0" of the end points of the Project. The location details are fully described in the Schedule-1.
- H. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (<http://www.rera-rajasthan.in/>) of the Authority.
- I. The layout plan/ site plan of the Project site has been sanctioned vide No. F13()upaayojak /JNN/2016/18 dated 12-04-2016 regarding subdivision letter for

For SMART LIVING HOMES


Signature of Pramod Partner

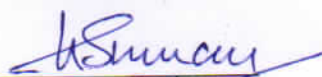
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

site plan approved of maps by Jaipur Nagar Nigam (competent authority), and copy of which is enclosed as Schedule-2.

- J. Approval of specifications of the Project and permission of building construction upto 29.95 meters height (Basement+ Stilt+ 9floor) under the relevant legal provisions has been accorded vide no. F13() varishthnagamijojak/ JNN/2017/975 dated 02-03-2017 regarding construction of building and approval of maps by Nagar Nigam Jaipur (hereinafter referred as JNN). (competent authority). 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 of the Apartment "THE SAVOYE" 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 :-
- i. Fire Fighting essential equipment will be installed as per the fire fighting department & relevant NOC will be obtained.
 - ii. Old Bore well already exists in the premises for drinking water facilities.
 - iii. For emergency evacuation, fire stair case is provided in the approved plan.
 - iv. Solar power panel & water harvesting tank will be installed.
- 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 :
- i. Main Gate Entry
 - ii. Guard Room at Main Entry/ Exit
 - iii. Video Phone on guard entry
 - iv. Car Parking slots & RCC road around the residential block.
 - v. Basement Parking.
 - vi. Gym & Common facilities area.
 - vii. Genset for power backup of common area.
 - viii. Bore well (if any) for drinking water & plumbing installation from overhead tank etc
 - ix. Water tank for storage & supply of water.
- N. The details of other external development works to be taken for the project are as under :-

For SMART LIVING HOMES


Signature of Pramote Partner

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

- i. General toilet at stilt level.
- ii. Plantation around the campus.
- iii. Water harvesting tank.
- iv. Lift and its machinery
- v. Electric Wiring, meters and fittings, electric pannel (including those as are installed for any particular flat), Transformer etc.
- vi. Road light around the campus etc.

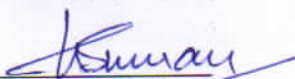
O. The details of specifications of material used in construction are as under :

1. Living / Dining Room
Flooring-Imported Marble/Vitrified tiles
Wall-premium Plastic Paints
Ceiling-POP False Ceiling with Coves
2. Master Bedroom & other bedrooms
Flooring-wooden flooring / Vitrified Tiles
Wall-premium plastic Paints
3. Bathrooms & toilets
Flooring-Anti-Skid Tiles
Wall ceramic / Glased Tile
CP fitting and wall hung WC with reputed brands
4. Kitchen Flooring-imported marble/ vitrified tiles
Platform-polished granite
Platform with stainless steel sink
CPF fitting from reputed brands.
5. Balcones & lobby area
Polished veneered main door
Flooring – imported marble/Tiles.

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:-

S.No.	Stage of Development works and completion of Unit	Percentage of completion of the work	Date of Which the works are be completed
1	At the time of booking/ Registration	10%	
2	At the Time of Allotment	5%	
3	Start on Foundation	10%	
4	On Casting of Ground Floor	10%	

For SMART LIVING HOMES

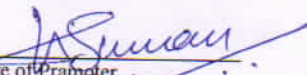

Signature of Pramoter **Partner**

Signature of Allottee(s)

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

5	On Casting of 1st Floor Roof	10%	
6	On Casting of 2nd Floor Roof	10%	
7	On Casting of 3rd Floor Roof	10%	
8	On Casting of 5th Floor Roof	10%	
9	On Casting of 7th Floor Roof	10%	
10	On Casting of 9th Floor Roof	10%	
11	On Possession Intimation	5%	

- Q. Temporary fire NOC for the Project has been accorded by the Chief Fire Officer Nagar Nigam, Jaipur vide No F.9(F51)aa.fa/JNN/16/1886 dated 01.02.2017
- R. The Airport Authority of India has also granted NOC for height clearance for the Project vide No JAIP/NORTH/B/0111117/190164 dated 10-02-2017 by Airports Authority of India.
- S. Environmental Clearance from the department concerned has been obtained or the Project. - N.A.
- T. Public Health & Engineering Department has also given NOC for developing the Project –
- U. The Promoter has opened a separate account in Branch Axis Bank Ltd., Branch Sanganeri Gate, M.I. Road, Jaipur. Bank for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.
- V. 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
- For SMART LIVING HOMES**


 Signature of Promoter
 The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

 Signature of Allottee(s)

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. The Alottee 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 "THE SAVOYE" along with open/covered parking no. admeasuring square feet in the [Please insert the location of the open/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

AND WHEREAS the allottee has taken inspection of Title documents of the Land and has satisfied himself after going through the plans and specifications of the said complex including the proposed Flat existed in the said building. Alottee is keen and ready to purchase the said Flat from the saller for the purpose of securing the beneficial enjoyment of the said Flat on the Terms & Conditions as settled hereinafter.

AND WHEREAS the allottee has agreed to purchase and the seller has agreed to sell ownership rights of the Flat bearing No _____ on _____ Floor in the said complex having (Carpet area) of _____ sq.ft. (Approx.), fully described in the Schedule- 3, of this deed subject to the Terms & Conditions hereinafter appearing for the purpose of securing the beneficial enjoyment of the Flat and other common parts of the complex jointly along with all the other such purchasers / occupants.

The Seller will also have right of easement to roofs, parapet walls etc. in their respective area as per distribution.

That the Seller alone shall be entitled to obtain the refund of various securities deposited by him during construction of the said Complex with various Government/Local Authorities for electric, water and sewer connections etc.

That The Purchaser has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the JVVNL.

For SMART LIVING HOMES


Signature of Pramod Partner

Signature of Allottee(s)

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

That Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, security guard quarter etc. shall be paid by the Purchaser in proportion to the area of his flat as per demand by the Seller / maintenance agency / Society

That it is hereby agreed that in case the Purchaser at any time fails or violates the terms and conditions of this sale deed or continues his default or fails to fulfill his obligations under the terms of this sale deed or in case the Purchaser causes any obstruction or interference of whatsoever nature in the way of the Seller exercising his legal rights in dealing with his property, then the Seller shall be entitled to take steps to enforce the conditions laid down in this sale deed apart from the Seller's right to claim damages and to take such other action or seek such other legal remedy as the Seller may decide for enforcing the Purchaser to fulfill his obligations and for restraining the Purchaser from making a prohibited use of the said demised premises and/or restraining the Purchaser from causing illegal obstruction or interference as above stated.

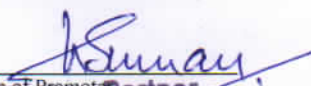
That the Complex shall always be known as "THE SAVOYE" and the name shall not be changed.

That the Purchaser, after taking possession of the demised premises, shall have the liberty to transfer, mortgage, assign, lease or let out the interest in the demised premises by giving 21 days prior notice in writing to the seller/builder/society subject to the condition that the subsequent Purchaser, transferee, assignee, mortgagee, lessee or tenant of the Purchaser shall be bound and liable to observe, perform and to carry out all the terms, Conditions and obligations on the part of the Purchaser to be observed and performed under this deed. However, the purchaser can exercise this right only if any dues of whatsoever nature owing to the Seller/ Maintenance Agency or payable hereunder are full paid up and obtain N.O.C. from Seller/Maintenance Agency and only if the Purchaser has not been guilty of breach of or noncompliance with any of the terms and conditions of this sale deed.

That the terms and conditions agreed to herein by the Purchaser shall be binding on the occupier and the default of the occupier shall be treated as that of the Purchaser, unless context requires otherwise.

That on completion of the entire building and at any hereafter in future at its discretion the Seller shall have the unfettered right and be entitled to form a society with the main object to take over the responsibility of maintenance of common amenities and common services as described in Schedule-5 written hereunder and/or with such other object or purpose and in such manner and to

For SMART LIVING HOMES


Signature of Pramod Partner
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

such extent as the Seller its nominees may decide from time to time. The Purchaser agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Society. After the Seller hands over the management/maintenance of the common amenities and common services to the Society, it shall be sole responsibility of such Society, to run and maintain the common amenities and all common services and to determine from time to time the rate and amount of common maintenance expenses to be recovered each month from the Purchaser/Occupant. The Purchaser agrees to pay the following charges from the date of intimation by seller regarding the possession of demised premises:

1. Maintenance charges as may be determined from time to time every month for the area of his premises.
2. Proportionate charges for repairs and replacement of capital machinery and equipment installed in the said Complex "THE SAVOYE".
3. Proportionate share of all expenses incurred for insuring the superstructure at "THE SAVOYE" as and when demanded.
4. Service tax and/or any other tax/duty/charges levied by Central government or State Government or any authority on maintenance Services.

In the event the Seller decides to form and register a maintenance society with the main object to take over the responsibility of maintenance of common amenities and common services as described in Schedule-6 described hereunder and/or with such other object or purpose and in such manner and to such extent as the Seller its nominees may decide from time to time, the Purchaser undertakes he shall make the payment of above mentioned charges mentioned in this deed to the maintenance society every month. The Purchaser further undertakes that he shall, as and when required by the Seller, make payment of required membership fees/share. The Purchaser has further undertaken that he shall at all times sign and execute that application for registration and all other documents necessary for the formation and registration of the Society or Association or body Corporate including its bye-laws and shall duly fill - in, sign and return to the Seller within 10(ten) days of the same being forwarded by the Seller to the Purchaser. No objection shall be raised by the Purchaser if any changes or modification are made in the draft byelaws as may be required by the Registrar of Societies or other competent authority as the occasion may demand.

Before the possession of the demised premises the Purchaser agree to pay interest free maintenance security deposit of Rs. 100/- (Rupees One Hundred Only) per square feet of carpet area and the applicable service tax in the name of society to be formed by seller. The same will be kept as FDR in the name of society and will be used for major maintenance of the apartment.

For SMART LIVING HOMES


Signature of Pramod
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

In case of default of payment of the afore said charges, the Maintenance Agency/society or its nominee shall be entitled to discontinue/disconnect the services including electricity and water to the demised premises apart from the right to recover the charges with minimum interest @ 18% p.a. from the Purchaser and/or from the occupier of the demised premises through the process of court of law or otherwise.

The facilities and common utility space shall run by the society; however the member will be required to fill membership registration form and pay annual membership Fees and Fees for using various facilities decided time to time by the society.

The facilities shall be managed and maintained jointly by the Society. Such Society shall be responsible for the management of above mentioned facilities.

The Seller will act as infrastructure provider for such facilities whereas the society of "THE SAVOYE" shall have all rights to maintain and to run these facilities as per the society's norms and rules. All functions, rules and regulations of these facilities shall be decided by the nominees / elected members of the said society and same shall be binding upon the Purchaser / user/occupier. The Purchaser shall be bound to become Member of the Association of "THE SAVOYE" Flat owner's and duly comply with the provisions of agreement to sale executed by him and shall abide by the by-laws and majority decisions of the said Association/ society to be formed.

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

- X. 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;
- 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

For SMART LIVING HOMES

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

[Apartment/Plot] and the open/covered parking (if applicable) as specified in para V.

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)

Explanation :

- i) The total price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment/Plot as mentioned in Para 'W'.
- 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 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:

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

For SMART LIVING HOMES

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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 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 SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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 Rs.)	Period within which the installment amount is to be paid by the Allottee

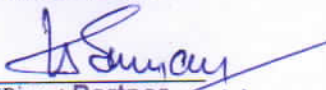
1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @12% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate 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.

1.7 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 the 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 For SMART LIVING HOMES


Signature of Promoter
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (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;
- (iv) 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 ONE open/ covered parking shall be treated as a single indivisible unit for parking purposes only. 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 outgoings/ 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 outgoings/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

For SMART LIVING HOMES

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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 outgoings/ 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 outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 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.

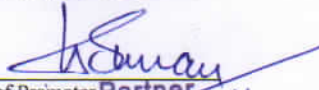
Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between 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 service and/or facilities except as specifically mentioned in this agreement.
- 1.14 That the project shall always be known as "THE SAVOYE" AND THE NAME OF THE PROJET shall not be changed except with the consent of the promoter.

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 SMART LIVING HOMES payable at JAIPUR. The receipt would be valid

For SMART LIVING HOMES


Signature of Promoter Partner

Signature of Allottee(s)

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

only after realisation 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 allottees(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 applicable law. The Allottee 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 regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee 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 lawfully 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 :

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

For SMART LIVING HOMES

Signature of Promoter/ Partner

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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.

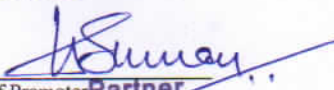
6. CONSTRUCTION OF THE PROJECT:

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 breach of this Agreement.

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 21-07-2021, 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

For SMART LIVING HOMES


Signature of Pramod Kumar
Partner

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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 within the time 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 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.

For SMART LIVING HOMES

Signature of Promoter

Partner

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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.

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 the promoter propose to develop /construct a residential apartment as per the collaboration agreement made with land owner Mrs. Kanta Khemka and which was registered on 14.12.2016 with Sub-registrar (Jaipur-1) by book no 1 volume no 984 page no 131 serial no 201603015109755 and additional book no. 1 volume no 3932 page no 232 to 259 with by document no. 201601015011554.
- 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

For SMART LIVING HOMES


Signature of Promoter
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

- 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;
 - 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

For SMART LIVING HOMES

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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:

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) In case the Allottee(s) fails to make payments for 2(two) consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount @12% per annum.
- II) In case of default by Allottee under the conditions listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

For SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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 :

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.

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.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, opens/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,

For SMART LIVING HOMES

Signature of Promoter/ Partner

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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.

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 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

For SMART LIVING HOMES


Signature of Promoter
The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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 Purchaser shall be required to get and maintain separate electric connection for the demised premises in his own name from Jaipur Vidyut Vitran Nigam Limited (JVVNL) and the entire cost of the electric meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by him. The Purchaser shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied by him. The Purchaser has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the demised premises and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the demised premises.

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

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.

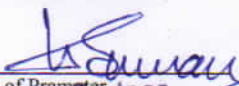
18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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 or 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,

For SMART LIVING HOMES


Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.


Signature of Allottee(s)

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), 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.

20. ENTIRE AGREEMENT:

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:

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.

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

For SMART LIVING HOMES


Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the 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, 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 Jaipur District. (*specify the addres of the Sub-Registrar*). Hence this agreement shall be deemed to have been executed at Jaipur.

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

For SMART LIVING HOMES

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

Allottee or the Promoter by registered post at their respective addresses specified below:-

(Promoter's name)	Allottee(s) name
M/s Smart Living Homes 405, Lane-2, Rajapark Tilak Nagar, Jaipur	Address.....

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.

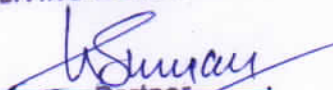
31. GOVERNING LAW:

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.

For SMART LIVING HOMES


Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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

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

Passport size photograph 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

WITNESSES 1. SIGN & ADDRESS	PROMOTER For and on behalf of M/s Smart Living Homes MR. DEV SUMAN SAINI PARTNER
2. SIGN & ADDRESS	

For SMART LIVING HOMES


Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

SCHEDULE-1

1. Details of land holdings of the Promoter and location of the Project

Land : Bombay Walon ka bagh
 Name of Revenue Village : Madrampura
 Tehsil : Jaipur
 Area (In Meters) : 1557.90 Sq Mtr

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

In North : Main Ajmer Road
 In South : IBIS Hotel
 In East : Other Land
 In West : IBIS Hotel

North to South : feet
 East to West : Feet

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

In North : 26-54'-28.7" to 26-54'-31.1"
 In South : -----
 In East : 75-46'-49.0" to 75-46'-48.5"
 In West : -----

4. Other details of the location of the Project

5. Location Map

For SMART LIVING HOMES

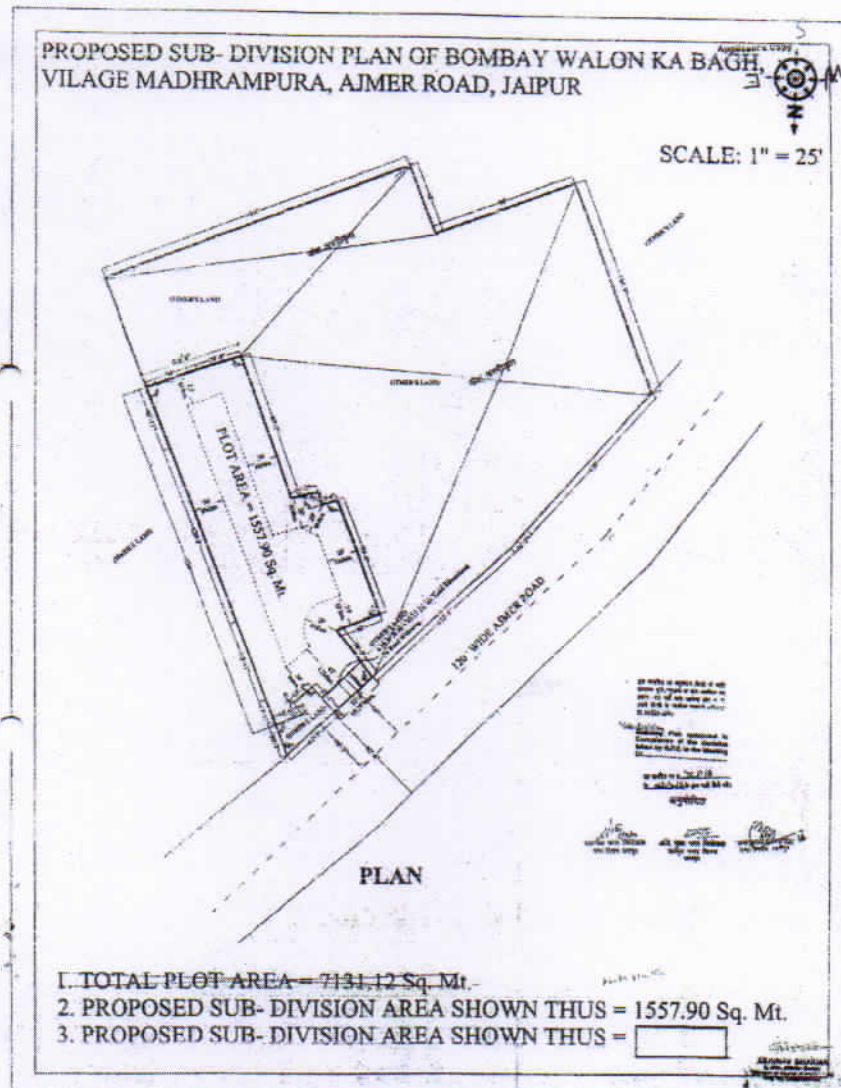

 Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

SCHEDULE-2



For SMART LIVING HOMES

[Signature]
Partner

Signature of Prameter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

SCHEDULE-3



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

For SMART LIVING HOMES


Partner

Signature of Pramoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

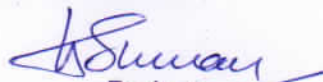
SCHEDULE-5

(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)

UNIT SPECIFICATION (THE SAVOYE)

LIVING / DINING	
Flooring	Ceramic Tiles Flooring/Imported Marble Flooring
Skirting	Same as Flooring
Walls Finished	OBD/ Plastic Paint
Celling	OBD/ Plastic Paint
BEDROOMS	
Flooring	Ceramic Tiles Flooring/ Wooden Flooring
Skirting	Same as Flooring
Walls Finished	OBD/ Plastic Paint
Celling	OBD/ Plastic Paint
BATHROOMS	
Flooring	Ceramic anti skid Tiles Flooring
Walls Finished	Ceramic Tiles upto 7'-0" Height & Rest OBD/ Plastic paint
Celling	OBD/ Plastic Paint
Fixtures & Fitting	C.P. fittings jaquar or equitant brands
KITCHEN	
Flooring	Ceramic Tiles Flooring/Imported Marble Flooring
Skirting	Same as Flooring
Walls Finished	OBD/ Plastic Paint
Wall Tiles	Tiles upto 2" height above counter top
Couter Top	Imported Marble/ Natural stone
Sink	Stainless Steel Sink
BALCONY	
Flooring	Ceramic Tiles
Skirting	Same as Flooring
DOORS AND WINDOW	
Main door	Wooden polished
Other doors	Laminated door
Windows	Aluminum / UPVC profile

For SMART LIVING HOMES



Partner

Signature of Promoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)

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)

COMMON LOBBY	
Flooring	Tiles Flooring/Imported Marble Flooring
Skirting	Same as Flooring
Walls Finished	OBD/ Plastic Paint
Celling	OBD/ Plastic Paint
STAIRCASE	
Riser and tread	Marble / Natural Stone
Hand Rail	Stainless Steel Railing
COMMON FACILITIES	
Power Backup for common Services	
Lift	
Rain Water harvesting System	
Paver Block flooring in driveway	
Green Area	
STRUCTURE AND SERVICE	
Earth Quake Resistant Framed Structure	
OH Water Tank	
ELECTRICALS	
High end Electrical equipment – Transformer, Panels etc of requisite designed capacity.	
Electrical fitting & concealed copper wiring in PVC conduit	
Separate meter for Lighting in common areas, Elevators and pumps	
Adequate electrical switches and sockets.	

For SMART LIVING HOMES


Partner

Signature of Pramoter

The terms and conditions of this Agreement to sale have been read and understood by me/us and I/We hereby accept the same.

Signature of Allottee(s)