



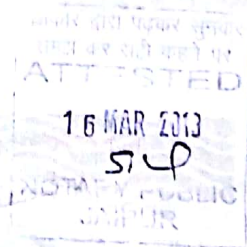
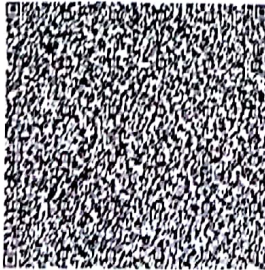
सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan e-Stamp

Certificate No.	: IN-RJ24825970977004Q
Certificate Issued Date	: 16-Mar-2018 02:17 PM
Account Reference	: NONACC (SV)/ rj3003804/ MANSAROVAR/ RJ-JP
Unlque Doc. Reference	: SUBIN-RJRJ300380441661742284528Q
Purchased by	: EVIAN BUILDCON PVT LTD PROP SURENDRA KUMAR PARNAMI
Description of Document	: Article 4 Affidavit
Property Description	: 309, THIRD FLOOR, OKAY PLUS, MANSAROVAR, JAIPUR
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EVIAN BUILDCON PVT LTD PROP SURENDRA KUMAR PARNAMI
Second Party	: RERA RAJASTHAN
Stamp Duty Paid By	: EVIAN BUILDCON PVT LTD PROP SURENDRA KUMAR PARNAMI
Stamp Duty Payable (Rs.)	: 100 (One Hundred only)
Surcharge for Infrastructure Development (Rs.)	: 10 (Ten only)
Surcharge for Propagation and Conservation of Cow (Rs.)	: 10 (Ten only)
Stamp Duty Amount(Rs.)	: 120 (One Hundred And Twenty only)

For Evian Buildcon Pvt Ltd

S. J. J.
Director



UP 0005955153

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shellestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

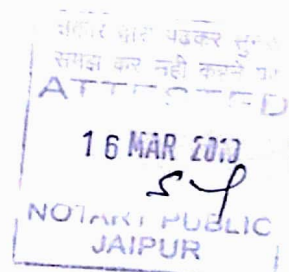
TO WHOMSOEVER IT MAY CONCERN

I, Mr. Surendra Kumar Parnani Son of Bhagwan Das, aged 52 years R/o 71/291, Agrawal farm, Mansarover, Jaipur- 302020, Director of the proposed project duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Agreement for sale of our Project **Shree Ji Homes** in accordance to the Form-G of Real Estate Regulation and Development Act, 2016
2. That none of the terms and conditions of the Agreement to sale presented by us violate the law and rules of the Real Estate (Regulation and Development) Act, 2016 & Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That if any contradictions arises in the future Mr. Surendera Kumar Parnani will be responsible for it.

For Evian Buildcon Pvt Ltd

Surendra
Director



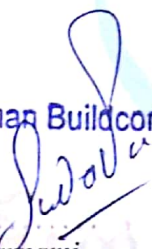
Allotment Letter

TO WHOM SO EVER IT MAY CONCERN

Hereby, our organization EVIAN BUILDCON PVF. LTD. Declares that we allot Mr. /Mrs.
_____ S. O / D. O / W. O. _____, with House
No. _____ of ____ BHK type in Khasra no. 886/330, Mundoti, Nalu, Kishangarh, Ajmer
("Villa/independent unit") that will have approx. carpet area of _____ sq. ft.

Regards,

For Evian Buildcon Pvt. Ltd


Surinder Kumar Parnami

Director

Director

AGREEMENT TO SELL

This Agreement to sell (hereinafter referred to as the "Agreement") is executed at Jaipur on this _____ day of _____, 2017 by and between:

M/s Evian Buildcon Private Limited, a company incorporated under the provisions of the Companies Act, 1956, with CIN No.- U70101RJ2014PTC044864/2013-2014 and having its registered office at 309 OKAY Plus Square, Madhyam Marg, Mansarovar, Jaipur, represented through its authorized signatory Surendra Kumar Parnani/ Dhanendra Singh and 1) Mr. Ashish Singh 2) Mr. Rahul Meherchandani 3) Mr. Pulkit Parnami and 4) Mr. Sunil Kumar (hereinafter referred to as the "OWNER/SELLER" or/and the "DEVELOPER" which term and expression shall, unless it be repugnant to the context or subject thereof, be deemed to mean and include its successors, legal representatives and assigns) on one part;

AND

**Mr./Mrs./Ms. _____ S.O / W.O / D.O
_____ Age _____ year, Profession
_____, R/o _____

_____ having residential status as resident/non-resident/person of Indian origin _____ having Income Tax Permanent Account No. _____ (hereinafter jointly and severally referred to as the "ALLOTTEE" or the "Purchaser", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his / her / their legal representative, administrators, executors, successors and permitted assigns) on the other part.

Income Tax Permanent Account No. _____

(Copy of board resolution along with a certified copy of memorandum and articles of association annexed herewith)

(The SELLER and the ALLOTTEE/PURCHASER(s) shall, hereinafter, collectively be referred to as the "Parties" and individually as the "Party".)

WHEREAS 1) Mr. Ashish Singh 2) Mr. Rahul Meherchandani 3) Mr. Pulkit Parnami and 4) Mr. Sunil Kumar are the owners of a piece of land that is Khasra No.- 824/330, 885/330, 886/330 and 884/330 (each admeasuring 4046.85 Sq. M.), at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan total admeasuring 16187.40 Sq. M. in the manner as described herein under:

For Evian Buildcon Pvt. Ltd

Director

WHEREAS an agricultural property Khasra No.- 824/330 was owned by Mr. Rajendra Gehlot ½ share and Mr. Gulabchand and Mr. Mukesh Kumar ½ share admeasuring 10 bigha at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan.

Whereas Mr. Rajendra Gehlot transferred his ½ share in the Khasra No.- 824/330 admeasuring 10 bigha at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan to M/s Evian Buildcon Private Limited represented through its directors Mr. Rakesh Meherchandani, Mr. Satyanarayan, Mr. Surendra Parnami and Mr. Dharmendra Singh Parmar executing registered sale deed dated 14/08/2014 registered with the Sub Registrar, Kishangarh as Document No.- 2014004551, Book No.-I, Volume No.-705, Page No. 146 and pasted in Additional Book No.- I, Volume No.- 2100, Page No.- 445 to 456 on 14/08/2014.

Whereas Mr. Gulabchand and Mr. Mukesh transferred their ½ share in the Khasra No.- 824/330 admeasuring 10 bigha at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan to M/s Evian Buildcon Private Limited represented through its directors Mr. Rakesh Meherchandani, Mr. Satyanarayan, Mr. Surendra Parnami and Mr. Dharmendra Singh Parmar executing registered sale deed dated 11/03/2014 registered with the Sub Registrar, Kishangarh as Document No.- 2014001468, Book No.-I, Volume No.-690, Page No. 63 and pasted in Additional Book No.- I, Volume No.- 2039, Page No.- 117 to 128 on 11/03/2014.

Whereas M/s Evian Buildcon Private Limited represented through its directors Mr. Rakesh Meherchandani, Mr. Satyanarayan, Mr. Surendra Parnami and Mr. Dharmendra Singh Parmar transferred 1/4th share of the Khasra No.- 824/330 admeasuring 10 bigha at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan to Mr. Ashish Singh s/o Mr. Kunj Bihari executing registered sale deed dated 18/12/2014 registered with the Sub Registrar, Kishangarh as Document No.- 2014006556, Book No.-I, Volume No.-715, Page No. 151 and pasted in Additional Book No.- I, Volume No.- 2141, Page No.- 1 to 8 on 18/12/2014. After purchase of the property Mr. Ashish Singh s/o Mr. Kunj Bihari applied for the land conversion and SDO, Kishangarh passed order of the Conversion No.- 56 dated 01/07/2015 and new Khasra No.- 824/330 was assigned for 4046.85 Sq. M. residentially converted land.

Whereas M/s Evian Buildcon Private Limited represented through its directors Mr. Rakesh Meherchandani, Mr. Satyanarayan, Mr. Surendra Parnami and Mr. Dharmendra Singh Parmar transferred 1/4th share of the Khasra No.- 824/330 admeasuring 10 bigha at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan to Mr. Rahul Meherchandani s/o Mr. Rakesh Meherchandani executing registered sale deed dated 18/12/2014 registered with the Sub Registrar, Kishangarh as Document No.- 2014006555, Book No.-I, Volume No.-715, Page No. 150 and pasted in Additional Book No.- I, Volume No.- 2140, Page No.- 412 to 419 on 18/12/2014. After purchase of the property Mr. Rahul Meherchandani s/o Mr. Rakesh Meherchandani applied for the land

conversion and SDO, Kishangarh passed order of the Conversion No.- 55 dated 01/07/2015 and new Khasra No.- 885/330 was assigned for 4046.85 Sq. M. residentially converted land.

Whereas M/s Evian Buildcon Private Limited represented through its directors Mr. Rakesh Meherchandani, Mr. Satyanarayan, Mr. Surendra Parnami and Mr. Dharmendra Singh Parmar transferred 1/4th share of the Khasra No.- 824/330 admeasuring 10 bigha at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan to Mr. Pulkit Parnami s/o Mr. Surendra Kumar Parnami executing registered sale deed dated 18/12/2014 registered with the Sub Registrar, Kishangarh as Document No.- 2014006554, Book No.-I, Volume No.-715, Page No. 149 and pasted in Additional Book No.- I, Volume No.- 2140, Page No.- 404 to 411 on 18/12/2014. After purchase of the property Mr. Pulkit Parnami s/o Mr. Surendra Kumar Parnami applied for the land conversion and SDO, Kishangarh passed order of the Conversion No.- 54 dated 01/07/2015 and new Khasra No.- 886/330 was assigned for 4046.85 Sq. M. residentially converted land.

Whereas M/s Evian Buildcon Private Limited represented through its directors Mr. Rakesh Meherchandani, Mr. Satyanarayan, Mr. Surendra Parnami and Mr. Dharmendra Singh Parmar transferred 1/4th share of the Khasra No.- 824/330 admeasuring 10 bigha at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan to Mr. Sunil Kumar s/o Mr. Harbans Rai executing registered sale deed dated 18/12/2014 registered with the Sub Registrar, Kishangarh as Document No.- 2014006557, Book No.-I, Volume No.-715, Page No. 152 and pasted in Additional Book No.- I, Volume No.- 2141, Page No.- 9 to 16 on 18/12/2014. After purchase of the property Mr. Sunil Kumar s/o Mr. Harbans Rai applied for the land conversion and SDO, Kishangarh passed order of the Conversion No.- 53 dated 01/07/2015 and new Khasra No.- 884/330 was assigned for 4046.85 Sq. M. residentially converted land.

Whereas Mr. Ashish Singh, Mr. Rahul Meherchandani, Mr. Pulkit Parnami and Mr. Sunil Kumar as Party of the First Part have joined hands to develop villas over their converted Khasra No.- 824/330, 885/330, 886/330 and 884/330 (each admeasuring 4046.85 Sq. M.), at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan total admeasuring 16187.40 Sq. M.

And whereas 1) Mr. Ashish Singh 2) Mr. Rahul Meherchandani 3) Mr. Pulkit Parnami and 4) Mr. Sunil Kumar as owners of a piece of land that is Khasra No.- 824/330, 885/330, 886/330 and 884/330 (each admeasuring 4046.85 Sq. M.), at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan total admeasuring 16187.40 Sq. M. entered into a registered development agreement with the M/s **Evian Buildcon Private Limited** executing registered development agreement dated 05/05/2017 registered with the Sub Registrar, Kishangarh (Ajmer) as Document No.- 2017001543, Book No.-I, Volume No. 776 , Page No. 47 and pasted in Additional Book No.- I, Volume No.-2382, Page No.- 379 to 407 on 19/05/2017.

The said plot of land bearing Khasra No.- 824/330, 885/330, 886/330 and 884/330 (each admeasuring 4046.85 Sq. M.), at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan total admeasuring 16187.40 Sq. M. is more particularly detailed in **Schedule A** attached hereto and shall be hereinafter referred to as the "Project Land".

- A. The SELLER/DEVELOPER obtained building plan approval from competent authority for development of the Project *vide* its approval letter no. ----- dated -----.
- A. The ALLOTTEE has inspected the title documents of the Project Land and the approved plans in respect of the Project Land and has satisfied himself/herself/itself after going through the plans and specifications of the Project and the buildings constructed thereon including the proposed villas/independent units and common areas/facilities to be built. The ALLOTTEE has applied/requested the SELLER *vide* its application dated _____ for provisional allotment of a residential villa/independent unit along with all necessary rights in respect of the common/facility area for the purpose of securing the beneficial enjoyment of a villa/independent unit as and when it is constructed on the terms & conditions as settled hereinafter.
- B. The SELLER has accepted the request/application of the ALLOTTEE and has earmarked villa/independent Plot/House No. _____ of _____ BHK type ("**Villa/independent unit**") _____ having approx carpet area of _____ sq. ft. in Khasra no. _____, Mundoti, Nalu, Kishangarh, Ajmer in the Project more particularly described in **Schedule B** hereunder, subject to the terms & conditions hereinafter appearing for the purpose of the securing the beneficial enjoyment of the Villa/independent unit and other common/facility areas of the Project jointly along with all the other such allottees/occupants.
- B. The unit no. _____ falls in khasra no. _____ Mundoti, Nalu, Kishangarh, Ajmer, owned by Mr. _____.
- C. The SELLER is entering into several agreements with various parties or persons for allotment of villas/independent units in the Project.
- D. The Parties hereto are now desirous to enter into an agreement to sell in respect to the Villa/independent unit allotted to the ALLOTTEE and setting out terms and conditions for the same.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

1. **Definitions & Interpretations**
1.1 **Definitions**

For Evian Builders Pvt. Ltd.
Jawal
Director

In this Agreement, unless it is contrary or repugnant to the context, the following expressions shall have the meanings set out below:

- (a) **"Building"** shall mean the building of Villa constructed/developed in the Project and forming integral part of the Project, more particularly described in **Schedule A1** hereunder.
- (b) **"Common Purposes"** shall mean the purposes for which the villas in the project land are being maintained and managed including but not limited to maintaining of the Common facility Areas, meeting of the Common Expenses and matters relating to mutual rights and obligations of the ALLOTTEE inter-se relating to Building/Project and the common use and enjoyment thereof.
- (c) **"Common Areas and Common Facilities"** shall mean and include such areas of the Project which are for common use of all occupants and includes area occupied by entrance, water tanks, electrical transformer and panel, guard room, common toilets, generator room, etc. and the equipments/facilities provided and/or reserved for the common use and the enjoyment in the Project more particularly described in **Schedule C**.
- (d) **"Common Expenses"** shall mean the expenses for Common Purposes including but not limited to those mentioned in **Schedule D** attached hereto.
- (e) **"Villa/independent unit"** shall mean the space in the Building/Project intended and/or capable of being independently and exclusively occupied and as described in **Schedule B** of this Agreement.
- (f) **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
 - (i) acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
 - (ii) explosions or accidents, air crashes;
 - (iii) strikes, lock-outs, civil disturbances, curfew etc.;
 - (iv) war or enemy action or terrorist action;
 - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator or by any competent authority;
 - (vi) non-availability of steel and / or cement or other building material or water supply or electric power or like; or

(vii) any event or circumstances analogous to the foregoing which is beyond the control of the parties.

(g) "Land" shall have the meaning ascribed to it Recital A.

(h) "Project" shall mean the real estate project named as Shree Ji Homes developed upon the Project Land comprising of one villas and independent units, Common Areas and.

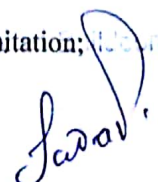
(i) "Service Company" shall mean any company /firm /association/society or any other entity

(j) appointed/formed by the Seller for the maintenance of Common Areas of the Project and keeping the account of Common Expenses of the Project.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words of any gender are deemed to include the other gender;
- (b) words using the singular or plural number also include the plural or singular number, respectively;
- (c) the terms "hereof", "herein", "hereby", "hereto", "hereunder" and any derivative or similar words refer to this entire Agreement;
- (d) the terms "Clause" "sub-clause" and "Schedule" refer to a clause, sub-clause or schedule of this Agreement;
- (e) headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (f) reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (g) any term or expression used, but not defined herein, shall have the same meaning assigned thereto under applicable law;
- (h) references to the word "include" or "including" shall be construed without limitation;

 Director

- (i) the recitals and schedules form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of the Agreement.
- (j) **WHEREVER** any expenses or costs are mentioned to be borne or paid proportionately by the ALLOTTEE, the portion of the amount payable by the ALLOTTEE shall be in proportion of the land Area of the Villa/independent unit of the ALLOTTEE to the aggregate chargeable area of the Project and the said proportionate area shall include the proportionate areas of the total Common Areas constructed and completed in the Project.
2. The SELLER hereby agrees to allot and the ALLOTTEE agrees to get the Villa/independent unit in the Project allotted in its favour more particularly described in **Schedule B** of this Agreement, along with right of using Common Areas and Common Facilities (hereinafter referred to as the "**Demised Premises**") upon the terms and conditions set out hereunder and as mutually agreed by and between the Parties hereto for an agreed consideration of Rs. _____/- (Rupees _____) (hereinafter referred to as the "**Basic Sale Consideration**").
3. The Basic Sale Consideration mentioned in Clause 2 above is inclusive of the cost of providing electrical wiring up to the entrance of the Demised Premises up to the meter box. However, the Basic Sale Consideration does not include and thus, the ALLOTTEE shall additionally bear and pay the following:
- (a) Electricity charges as per government laws.
- (b) Interest free maintenance deposit @ _____ per sq. ft.: Rs. _____/- (Rupees _____ only).
- (c) The cost of electric fixtures etc. within the Villa/independent unit which shall be got installed by the ALLOTTEE at his/her own cost.
- (d) Service Tax (proportionate), if any, applicable, in respect of development of the Project.
- (e) Stamp Duty and registration charges in respect of the sale deed of the Demised Premises

Provided that the above mentioned charges in sub clause (a), (b), (c), (d), (e) or any other charges defined in this Agreement shall be paid by the ALLOTTEE at the time of offer of the possession of the Villa/independent unit.

4. That the ALLOTTEE has paid Rs. _____/-
(_____) to the SELLER as booking amount and
advance out of the Basic Sale Consideration as per details given below, the receipt of
which, the Seller hereby acknowledges: -

DATE	D/D NO.	BANK	AMOUNT

5. The ALLOTTEE hereby agrees to pay the remaining amount of Basic Sale Consideration
of Rs _____/- (Rupees _____)
_____ only) which shall be payable in installments in the following manner:

INSTALLMENT PAYMENT PLAN			
Sr. NO.	TIME OF PAYMENT	% OF SALE CONSIDERATION	AMOUNT
1.	At the time of booking		
2.	At start of excavation work		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.	On possession		
	TOTAL	100%	

For Evion Education Pvt. Ltd

Jwal

Director

6. That the timely payment of installments, as stated hereinabove and the amount of applicable service tax, stamp duty, registration fee, maintenance and other charges payable under this Agreement by the ALLOTTEE, as and when demanded, shall be the essence of this Agreement. Any delay in the payment shall be treated as repudiation of this agreement and will allow the SELLER to deduct the earnest money from the money received from the ALLOTTEE and return the remaining amount, if any, to the ALLOTTEE in a period of three months.
7. That the ALLOTTEE shall make all payments through A/C Payee Cheque(s) / Demand Draft(s) in the name of "EVIAN BUILDCON PVT LTD". The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the SELLER. The RTGS can be made in AU Small Finance Bank Account No. 1721221412311982 with RTGS code No. AUBL0002214.
8. It is hereby agreed and understood by the ALLOTTEE that no demand notice/reminder shall be sent to the ALLOTTEE by the SELLER and it shall not be obligatory on the part of the SELLER to send any demand notices/reminders regarding the payments to be made by the ALLOTTEE and all the payments must be made strictly to the installment plan specified hereinabove and agreed upon by the ALLOTTEE.
9. That, without prejudice to the above, SELLER at its sole discretion, in case the ALLOTTEE fails to pay the installments by the respective due dates mentioned in the installment plan, the same shall attract interest @ 13% per annum compounded at the time of every succeeding installment on the overdue installments for the period of such delay. The acceptance by the SELLER of any payment without interest shall not be deemed to waive the right of SELLER of charging such interest or the other rights mentioned in this Agreement.
10. (a) In the event, the delay in payment of installments as per the installment plan, the SELLER shall have the right of cancelling the booking and terminating this Agreement. In case of such cancellation, the SELLER shall be entitled to forfeit and deduct an amount to the extent of 15% of the Basic Sale Consideration, that is the earnest money and also amount of any taxes/duties including service tax out of the amounts paid by the ALLOTTEE out of the amounts paid by the Allottee to the Seller and shall refund the balance amount paid without any interest.
(b) That the ALLOTTEE shall bear all taxes, levies or assessments, lease money and other amounts payable to the government authorities (whether Central, State or local) in respect of the Demised Premises, falling due from the date of possession as defined herein. In the event of any amount being payable by the SELLER by way of any statutory tax OR levy to any competent authority in respect of the entire Project Land then all such taxes and levies shall be divided amongst all the purchasers in the ratio of their respective areas of the units.

held by them. The ALLOTTEE shall reimburse the SELLER regarding such statutory taxes OR levies in proportion of the area of the Demised Premises purchased by it. The ALLOTTEE hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the SELLER may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies, lease money and/or any other such charges payable by the ALLOTTEE in respect of the Demised Premises from the date of possession of the Demised Premises.

11. (a) That subject to Force Majeure, the SELLER shall complete the development in ---
-- years from the approval of the layout of the project by the competent authority that is ---
---- years commencing from -----, with a grace period of -----
months. Upon completion of the development of the Project, the SELLER shall
immediately inform the ALLOTTEE for taking the possession of the Demised Premises.
- (b) As soon as the Demised Premises is completed, the Seller shall notify to the ALLOTTEE
of the said Demised Premises having been completed.
- (c) Within 15 days of the date of notice given to the ALLOTTEE by the Seller, the
ALLOTTEE shall take possession of the said premises after full payment and/or deposit of
all amounts becoming due by the ALLOTTEE to the Seller under this Agreement.
- (d) The ALLOTTEE shall be deemed to have taken possession of the Demised Premises on the
15th day of the date of the notice of completion thereof as aforesaid (and such 15th day
hereinafter called "the date of possession") irrespective of whether the ALLOTTEE takes
actual physical possession thereof or not and shall be bound to bear all the expenses as
mentioned or incurred in the upkeep of his property.

However, notwithstanding the above, the ALLOTTEE shall not be entitled to demand the
possession from the SELLER before making complete payment of the Basic Sale
Consideration, interest, Holding charges, additional charges, and other charges, if any, as
per this Agreement.

12. In the event, the construction of the Project is not completed within ----- months from
the date of commencement and with a grace period of ----- (-----)
months thereafter, then subject to the other provisions of this agreement in general and
clause 9 in particular, the ALLOTTEE shall be entitled to terminate this Agreement and
claim the refund of amount of advance payments made to the SELLER along with interest
@ 13% per annum for the period starting from the receipt of notice of termination by the
Seller. However, this clause shall not be applicable when the delay in completion of the

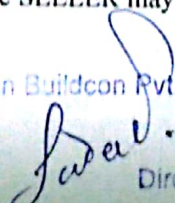
For Evian Buildcon Pvt. Ltd

Director

Project by the SELLER is on account of Force Majeure or due to any default on the part of the Allottee or if the Allottee requests any changes in the villa/independent unit.

13. The ALLOTTEE undertakes that it has entered into this Agreement with full knowledge and understanding of the nature of construction and has fully satisfied itself in all respects after carrying out a due diligence of the construction plan of the SELLER, title documents pertaining to the Project Land, arrangements entered into by the SELLER with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to the Project Land and the Project, including terms and conditions of the undertaking given by the SELLER to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Seller may from time to time promulgate. The ALLOTTEE shall not be entitled to make any claims against the SELLER in respect of any construction work before or after taking the possession of the Demised Premises from the SELLER.
14. The SELLER shall use its best endeavour to complete the construction of the Project as per the plans, designs and specifications seen and accepted by the ALLOTTEE with such additions, alteration, deletions and modification in the layout plans and/or building plans only when considered necessary by the SELLER and/or when required by any competent authority. The ALLOTTEE agrees that no consent of the ALLOTTEE shall be required for carrying out any such additions, alterations, deletions and modifications in the layout plans and/or building plans. In case the alterations/modifications result in change of the Built Up Area of the Demised Premises, a supplementary agreement shall be executed between the Parties and the Basic Sale Consideration shall be modified accordingly and the difference shall be adjusted (increased/reduced) proportionately in the outstanding installment payable by the ALLOTTEE. If however all the installments have been paid, then the difference shall be payable by/refundable to the ALLOTTEE within thirty (30) days of notification by the Seller or the completion of the Project, whichever is later.
15. Save and except the ownership rights in respect of the Demised Premises and the right to use and enjoyment of Common Areas/facilities like the right of ingress and egress over or in respect of any of the Common Areas, the ALLOTTEE shall have no claim, right, title or interest of any nature or kind whatsoever in the Project and/or the Building which shall always remain the absolute property of the SELLER, until the SELLER specifically transfers or assigns any/all such right(s) or title to any other person(s) or agency.
16. The right to use and occupy the Demised Premises by the ALLOTTEE shall be in accordance with and subject and subordinate, in all respects, to the provisions of the bye-laws applicable in the state of Rajasthan and to such other regulations as the SELLER may from time to time promulgate.

For Evian Buildcon Pvt. Ltd


Director

17. The SELLER alone shall be entitled to obtain any refund of the security amounts deposited by it during the construction of the Project.
18. That if the ALLOTTEE wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of applicable transfer fee. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee.
19. If the ALLOTTEE intends to carry out the interior adaptations and interior works in the Demised Premises and seeks permission thereof, the SELLER may permit the same subject to the following conditions:
- (a) Further payments due under the Agreement towards deposit (s), maintenance charges, installments etc., are regularly and punctually paid and if any amount payable is in arrears and remains unpaid for a period of thirty (30) days or more after the same has been due or if the ALLOTTEE omits to perform and observe any covenant or condition to be performed and observed on the part of the ALLOTTEE and continues to do so for a period of thirty (30) days, the SELLER shall have the right to cause the ALLOTTEE to specifically perform its obligations under this Agreement and/or to claim damages from the ALLOTTEE. Such rights of the SELLER shall be without prejudice to the other rights/remedies available to the SELLER under this Agreement or under the applicable laws.
- (b) The work of interior adaptation undertaken by the ALLOTTEE shall not obstruct or affect the construction of the Project and/or Buildings or the interior work being done by any other Allottee(s) of the Project and/or Buildings or cause any nuisance of any kind, which may be objectionable to the SELLER, or any other ALLOTTEE(s) of villa/independent unit(s) and area(s) in the Project and/or Building. In case, the ALLOTTEE does not remove such nuisance or obstruction as aforesaid after notice by the SELLER/Service Company, the SELLER/Service Company shall have the right to cancel the permission to carry out such interior adaptations forthwith.
- (c) The ALLOTTEE shall ensure complete safety of material and the equipment kept in the Demised Premises, to be used or useable in the interior works undertaken by the ALLOTTEE and the SELLER/Service Company shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the SELLER/Service Company shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the ALLOTTEE for doing the interiors in the Demised Premises or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the ALLOTTEE itself/himself/themselves. The

For Evian Buildcon Pvt. Ltd

[Signature]
Director

ALLOTTEE shall indemnify and keep the SELLER/Service Company harmless against all such claims or liabilities.

- (d) The ALLOTTEE shall comply with all directions/requirements, as stipulated by the SELLER/Service Company or its authorized staff while carrying out the work of interior adaptation in the Demised Premises.

20. The ALLOTTEE has agreed and understood that:

- (a) the said ownership right in the Demised Premises shall be sold to the Allottee only for the specified purpose of being used as residential villa/independent unit subject to the specific condition that the Allottee shall have no right to use the Demised Premises for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he/she/it shall not himself/herself/itself use or permit any other person to use the Demised Premises for the purpose other than that for which the Demised Premises would be sold to him/her/it.
- (b) the ALLOTTEE shall not use the Demised Premises for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other villas/independent units in the Building/Project or the owners or occupiers of neighboring properties or to crowd the lifts.
- (c) the ALLOTTEE hereby agrees not to do or suffer anything to be done in or about the Demised Premises which may tend to cause damages to any flooring or ceiling or any space over/below or adjacent to the Demised Premises or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.
- (d) the ALLOTTEE shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the Building/Project or any part thereof. The ALLOTTEE hereby indemnifies the SELLER against any penal action, damages or loss due to misuse for which the ALLOTTEE shall be solely responsible.
- (e) the ALLOTTEE shall not at any time demolish the structure of the Demised Premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the Demised Premises or any part thereof.
- (f) neither the ALLOTTEE nor the occupier of the Demised Premises will put up any name or signboard, publicity or advertisement material, anywhere in the Common Areas other than at the place designated/earmarked for the same by the SELLER.

- (g) the ALLOTTEE hereby agrees that he shall have no right to put or fix or store or erect any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common place or space owned by the SELLER and the SELLER shall be entitled to remove the same without giving any notice to the ALLOTTEE and to take them in its custody at the risk and responsibility of the ALLOTTEE.
- (h) the ALLOTTEE shall carry out day-to-day maintenance of the Demised Premises and fixtures and fittings installed therein including painting, polishing of interiors of the Demised Premises at its own cost.
- (i) the ALLOTTEE shall not throw any rubbish or store any article or combustible goods in the common parts save to such extent and in such place or places, if any, as specified and/or permitted by the SELLER.
- (j) the ALLOTTEE shall not do anything whereby the other co-allottees are obstructed in or prevented from the enjoyment quietly and exclusively of their respective Villas/independent units and jointly of the common spaces.
21. That the ALLOTTEE hereby covenants with the SELLER to pay from time to time all the amounts which the ALLOTTEE is liable to pay under this Agreement, to observe and perform all the terms and conditions contained in the Agreement and to comply with and carry out from time to time all the requirements, requisitions, orders and demands which are to be complied with under the orders of any competent legal authority in respect of any matter of the Demised Premises/Project and/or use of public area and facilities and to keep the SELLER and its agents and respective estates and effect, indemnified and harmless against all cost, consequences and against all losses on account of non-compliance of the said requirements, requisitions, orders and demands and/or non-observance of the conditions of this Agreement, except in so far as the same are to be reserved and performed by the SELLER.
22. The entire open space of the Project and any vacant portion of the Project Land shall always remain in exclusive possession and control of the SELLER and the SELLER alone shall be entitled to use or regulate the use of the said open space or vacant portion of the Project Land or cause any development thereof in such manner as they may decide from time to time at their sole discretion.
23. The allottees agrees that:

- (a) That the SELLER shall have and maintain an electric connection for the Building in its own name and shall provide ----- KVA of power connection installing a sub-meter

for the Demised Premises for the ALLOTTEE. The entire cost of the electric sub-meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by the Seller. The ALLOTTEE shall make monthly payment on account of consumption of electricity as on the actual basis of sub-meter either to the Service Company or to the other person as may be directed by SELLER, computed at the actual prevailing rate based on actual power consumed by the ALLOTTEE (subject to minimum charges calculated on the basis of electricity / power load demanded by the ALLOTTEE). In case of any differences in electricity billing units recorded in meter of the SELLER and aggregate/cumulative/total billing units of all ALLOTTEE and occupants recorded in their sub-meters, the difference billing amount shall be equally divided among all ALLOTTEE and occupants of the Building and shall be paid by them.

- (b) The ALLOTTEE has further agreed to pay the difference of the check meter and actual reading meter of the individual user of the Service Company /JVVNL proportionately if the check meter is installed by the Service Company and/or State.
- (c) If, however, due to any subsequent legislation/government order or directive or guidelines or change in the National Building Code of India (NBC) or if deemed necessary at the sole discretion of the SELLER, additional fire safety measures are undertaken, then the ALLOTTEE shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the SELLER, which shall be final and binding on the ALLOTTEE.
- (d) The Project shall always be known as "Shree Ji Homes" and the name of the Project shall not be changed except with the consent of the SELLER.
- (e) Subject to the timely payment of the Basic Sale Consideration, all other amounts and dues under this Agreement and performance of the terms of the Agreement and stipulations on the part of the ALLOTTEE herein contained, the ALLOTTEE shall peacefully hold and enjoy the Demised Premises without any interruption by any person rightfully claiming under or in trust for the SELLER.
- (f) In all the matters not hereby specifically provided the decision of the SELLER shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of common amenities, services and facilities at the said Project and/or BUILDING or generally in relation to matters of upkeep and maintenance of the Project and/or BUILDING, the decision of SELLER/Service Company in that respect shall be final and binding on ALLOTTEE.
- (g) The SELLER shall have the unfettered right and be entitled to form or appoint a Service Company with the main object to take over the responsibility of maintenance/management

For Evian Builders Pvt. Ltd

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Director

of Common Area and Facilities in the Project as described in schedule 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 ALLOTTEE agrees and undertakes to abide by and comply with bye-laws/rules/regulation and agreements of such Service Company. After the SELLER hands over the management/maintenance of Public Area and facilities in Project to the Service Company, it shall be the sole responsibility of such Service Company, to manage and maintain the same. The ALLOTTEE shall enter into a maintenance agreement with the Service Company, at the time of execution of sale deed of the Demised Premises in favour of the Allottee and the terms and conditions of such maintenance agreement shall form part and parcel of the sale deed executed between the ALLOTTEE and the SELLER.

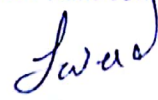
Provided that, till the service company is not formed/appointed, the SELLER/DEVELOPER or whosoever on behalf of SELLER/DEVELOPER undertaking the work of maintenance shall have the duty to maintain and right to receive all the amount/s so decided in this respect.

- (h) That the Service Company shall manage/maintain the Common Areas and Common Facilities. In order to secure due performance of the ALLOTTEE in payment of the maintenance and other charges payable to the Service Company/Seller under this Agreement, the ALLOTTEE, shall deposit with the SELLER, as an interest free maintenance deposit @ Rs. -----/- per villa/independent unit (hereinafter referred to as the "**Interest Free Deposit**"). The Interest Free Deposit, thereafter, shall always vest with the Service Company so appointed at its absolute discretion and shall not be interfered with or obstructed in any manner whatsoever by the ALLOTTEE. The Service Company shall open a bank account in its name and deposit the said Interest Free Deposit in such account.
- (i) The amount received as corpus fund and escrow deposit shall remain with the SELLER and shall be utilized by the Seller for capital replacement in the Project and major repairs in the Project respectively. The Seller shall not be entitled to pay any interest on the said amount.

Parties Further agree that:

- (a) The ALLOTTEE shall pay to the Service Company common area maintenance charges ("**CAM Charges**") as fixed by the Service Company against the cost of expenses borne towards the up keep and maintenance of Common Areas and facilities.
- (b) The ALLOTTEE shall be required to pay the CAM Charges even if the Demised remains unoccupied during the relevant month. The CAM Charges shall be charged on built-up area of the Demised Premises from the date as conveyed by the Seller/Service Company. The

For Evian Buildcon Pvt. Ltd


Director

minimum monthly CAM Charges shall be computed at the rate per square feet per month plus service tax in respect of the super built-up area of the Villa/independent unit, which shall be intimated to the ALLOTTEE in due course. The Service Company shall raise a monthly invoice at specified rate per sq. ft. per month plus service tax for the built-up area occupied by the resident /occupant towards Common Area maintenance. The said CAM Charges shall be paid by the ALLOTTEE within seven (7) days of receipt of invoice/bill/debit note, failing which interest @ 13% p.a. shall be charged. In the event of default in payment in committed by the ALLOTTEE in timely payment for the second consecutive month along with interest and arrears of previous month, the Service Company or its nominee shall be entitled to appropriate these charges from the Interest Free Deposit. The amount so appropriated out of the Interest Free Deposit, shall be reimbursed by the ALLOTTEE within fifteen (15) days of receipt of intimation by the ALLOTTEE communicating such appropriation. This shall be without prejudice to the rights reserved by SELLER /Service Company under this Agreement or any other law in force.

- (c) The ALLOTTEE agrees that the CAM Charges have been fixed in the context of the present expenses being incurred in maintaining the said Project including the service charges of the Service Company. The ALLOTTEE agrees to pay the enhanced rates in future against these CAM charges due to increase/ escalation in the input cost incurred in the maintenance of the Project. It is agreed by the Allottee that the Service Company shall have the sole right to revise the per sq. ft rate of the CAM Charges as aforementioned if there is any increase of input in the cost component and the decision of Service Company in this regard shall be final. The ALLOTTEE hereby agrees to pay the revise rate per sq. ft. without any dispute,
- (d) The SELLER shall carry on the work of maintenance of the Common Areas as till such work of maintenance is handed over to the Service Company by the SELLER.
- (e) The ALLOTTEE shall be liable to pay charges on pro-rata basis, as may be determined by SELLER/ Service Company or its nominee for maintaining various services and facilities in the exterior of the boundary wall where the Project is situated until the maintenance thereof is handed over to a local body or civil authority, which shall thereafter maintain the same.
- (f) The contents of Demised Premises shall be got insured by the ALLOTTEE at his/her own cost. The ALLOTTEE shall not do or permit to be done any act or thing which may render void or voidable insurance of the Demised Premises or any part of the Project or cause increase in premium payable in respect thereof.
- (g) All sums assessed by the Service Company and remaining unpaid by the ALLOTTEE or occupant inducted by him/her shall constitute a charge on the Demised Premises. The

For Evian Builders Pvt. Ltd

[Signature]
Director

ALLOTTEE shall comply with the decisions and resolutions of the Service Company or its representatives and failure to comply with the same shall empower the Service Company or any person nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the ALLOTTEE / occupant from using and utilizing Common Areas and facilities and simultaneously obtain, if so required, injunctive relief against such ALLOTTEE / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air-conditioning, etc., shall not absolve the ALLOTTEE/occupant inducted by him of his/her liability to pay the CAM charges to the Service Company.

- (h) The SELLER shall be free to assign any/all of its rights under this Agreement and rights in respect of the Project and/or Building and the Project Land to any other person/entity ("Assignee") and the ALLOTTEE shall not be entitled to object the same in any circumstance. With effect from the date of such assignment by the SELLER, the term SELLER in this Agreement for all purposes shall mean the Assignee.
- (i) This Agreement is the only agreement to sell for the Demised Premises to the ALLOTTEE and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the SELLER after the date of execution of this Agreement.
- (j) The SELLER and its nominees shall have the first lien and charge on the Villa/independent unit in the event of the ALLOTTEE parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the ALLOTTEE to the SELLER under this Agreement.
- (j) All letters, receipts, and/or notices demand or intimations issued by the SELLER or its nominee and dispatched to the last address known to it of the ALLOTTEE or email ID provided at the time of booking of the Demised Premises shall be sufficient proof of receipt of the same by the ALLOTTEE and shall fully and effectively discharge the SELLER/nominee.
- (k) The covenants herein agreed by the ALLOTTEE shall be binding and enforceable against the occupier of the Demised Premises as far as possible. Further, the terms and conditions agreed by the ALLOTTEE under this Agreement shall be made legally binding on the occupier as part of the terms and conditions between ALLOTTEE and the occupier and defaults of the occupier shall be treated as that of the ALLOTTEE unless context require otherwise.

- (l) The ALLOTTEE and the persons to whom the Demised Premises or part thereof is let, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the SELLER and/ or its nominee may ask it to do from time to time.
- (m) Any delay or indulgence by the SELLER in enforcing the terms of this Agreement or any forbearance or giving of time to the ALLOTTEE shall not be considered as waiver on the part of the SELLER of any breach or noncompliance of the terms and conditions of this Agreement by the ALLOTTEE nor shall the same in any manner prejudice the rights of the SELLER.
- (n) The SELLER shall not be held responsible for any future mishaps and force majeure like fire, earthquake, flood or any other acts of god etc. or any accident caused due to any of the machineries/equipments installed like lift, electricity meters, transformer etc.
- (o) Nothing contained in these presents shall be construed to confer upon the ALLOTTEE any right, title or interest of any kind whatsoever in, to or over the said Demised Premises or Common Areas. Such conferment shall take place only upon the execution of sale deed in favor of the ALLOTTEE. The Demised Premises shall be used only as per its earmarked use, as provided in Clause 2 and strictly in accordance with the use permitted in the building plans approved by JDA.
25. The Jaipur bench of High Court of Judicature at Rajasthan or courts subject to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
26. Any dispute, difference, controversy or claim ("**Dispute**") arising between the Parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the Parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "**Arbitration Act**"). Only SELLER has the right to appoint the Arbitrator, who shall be of high esteem and impeccable integrity and his decision shall be acceptable by both the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of appointment of arbitrator and other costs of arbitration shall be borne by the Parties in equal proportions.

For Ewan Builders Pvt. Ltd.

27. The registration charges and stamp duty in respect of this Agreement shall be borne by the ALLOTTEE alone.
28. This Agreement has been executed in duplicate, a copy which has been retained by the SELLER and the ALLOTTEE each. Both the copies shall be considered as original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the Parties hereto have set their respective hands hereunder on the day.

IN WITNESS WHEREOF both the parties put their hands and seal on the day date first mentioned above in presence of following witnesses.

Jaipur

Date:

M/s Evian Buildcon Private Limited, a company
incorporated under the provisions of the Companies
Act, 1956

- 1) Mr. Ashish Singh
- 2) Mr. Rahul Meherchandani
- 3) Mr. Pulkit Parnami
- 4) Mr. Sunil Kumar

ALLOTTEE" or the "Purchaser

WITNESSES :

1.

2.

For Evian Buildcon Pvt. Ltd
[Signature]
Director

Schedule A

Khasra No.- 824/330, 885/330, 886/330 and 884/330 (each admeasuring 4046.85 Sq. M.), at Mundoti, Nalu, Kishangarh, Ajmer, Rajasthan total admeasuring 16187.40 Sq. M.

Bounded by

East:

West:

North:

South:

SCHEDULE B

Villa/independent unit bearing No. _____ of _____ BHK type ("Villa/independent unit")
_____ having approx built-up area of _____ sq. ft. in block no. _____ Mundoti, Nalu,
Kishangarh, Ajmer having following dimensions:

On North: _____

On South: _____

On East: _____

On West: _____

For Evian Buildcon Pvt. Ltd
Kishangarh