

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

5 SEP 2019

TO WHOMSOEVER IT MAY CONCERN



I Laxmi Kant Kothari S/o Jiwan Mall Kothari aged 53 years R/o F-140, Janpath Shyam Nagar, Jaipur, Rajasthan - 302019, duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under :

1. That the Agreement for sale/Builder buyer agreement of our Project **ELEGANT UTSAV** is in accordance to the Form-G of Real Estate Regulation and Development Act, 2016.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law and rules of the Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That if any contradiction arises in the future **ELEGANT BUILD DEVELOPERS LLP** the deponent will be responsible for it.

Thanking You,
Yours Sincerely,

For ELEGANT BUILD DEVELOPERS LLP

Elegant Build Developers LLP

ATTESTED

NOTARY PUBLIC
JAIPUR (RAJ.)

1.7 SEP. 2019

Authorised Signatory

Laxmi Kant Kothari

(Authorized Signatory)

10 SEP 2019

10 SEP 2019

क्र. सं. 4586 दिनांक

व्रेता का नाम मल्लिकार्जुन विष्णु उवलपति मल. मल. मल.

पिता का नाम

निवासी 37-61-62, वरुणपथ, जयपुर, श्याम मल्ल, जयपुर

मुद्रांक 100 वरुणपथ

मकबूल खान

स्टाम्प विक्रेता ला. नं. 07/2017

एच के फोटो स्टेट एण्ड स्टेशनर्स

बी-10 सिद्धि विनायक कॉम्प्लेक्स

संजीवनी हॉस्पिटल के सामने

न्यू सामानेर रोड, सोडाला, जयपुर

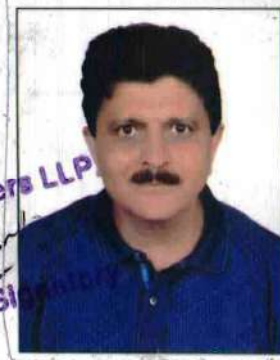
10 SEP 2019

राजस्थान स्टाम्प अधिनियम, 1968 के अन्तर्गत स्टाम्प लशि पर प्रचारित अधिनार	
1 आधारभूत अदसरचना सुविधाओं हेतु (धारा 3-क) -10% रुपये	10
2 गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख) -10% रुपये	10
कुल योग 20	
हस्ताक्षर स्टाम्प वण्डर	

AGREEMENT FOR SALE

Affix color
photograph of
the allottee
with signature
across the
photograph

Elegant Build Developers LLP
Laxmi Kant
Authorised Signatory



This Agreement for Sale, hereinafter referred to as the "Agreement", is executed on this _____ day
of _____ Two Thousand and _____.
By and Between

Mrs. Shanti Devi Agrawal (Aadhar No 2112 3931 2029) wife of Jitendra Prasad Agrawal R/o 327 Laxmi
Kunj Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021. its PAN is
AUYPAS183D, Mr. Upendra Prasad Agrawal (Aadhar No 8529 5449 0337) son of Jitendra Prasad Agrawal
R/o 326 A Ustav Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021. its PAN
is AAKPAS142R, Mr. Puneet Agrawal (Aadhar No 8049 5456 0929) son of Upendra Prasad Agrawal R/o 326
A Ustav Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021. its PAN is
ASKPA9616L, Mr. Anurag agrawal (Aadhar No 6673 9812 0792) son of Upendra Prasad Agrawal R/o 326 A
Ustav Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021. its PAN is
AJCPA2489C Through Power of Attorney Holder M/s ELEGANT BUILD DEVELOPERS LLP, a partnership firm,
duly registered and existing under the provisions of the Limited Liability Partnership Rules 2009, having its
Registered Office at B-1, D-61,62, Kashyap Path, Janpath, Shyam Nagar, Jaipur and its PAN being
ACQFS4250G, represented by its Authorized Signatory Mr. Laxmi Kant Kothari (Aadhar No. 417441788275)
R/o F-140, Shyam Nagar Ext., New Sanganer Road Jaipur (Rajasthan) authorized vide Authorization dated
10/09/2019 [hereinafter referred to as the "Land Owner", which expression shall, unless it be repugnant to
the context or meaning thereof be deemed to mean and include, its successor(s) and permitted assignee(s)]

And

M/s ELEGANT BUILD DEVELOPERS LLP, a partnership firm, duly registered and existing under the
provisions of the Limited Liability Partnership Rules 2009, having its Registered Office at B-1, D-
61,62, Kashyap Path, Janpath, Shyam Nagar, Jaipur and its PAN being ACQFS4250G, represented
by its Authorized Signatory Mr. Laxmi Kant Kothari (Aadhar No. 417441788275) S/o Jiwanmal Kothari
R/o F-140, Shyam Nagar Ext., New Sanganer Road Jaipur (Rajasthan), authorized vide Authorization
dated 10/09/2019 [hereinafter referred to as the "Promoter/Developer", 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)]

And

Mr./Mrs./Ms..... son/daughter/wife of Mr.
about years, R/o
(Aadhar-....., PAN -)

[Hereinafter singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression
shall, unless repugnant to the context or meaning thereof be deemed to mean and include their
legal successor(s), administrator(s), executor(s) & permitted assignee(s)].
The promoter/Developer and the allottee(s) shall hereinafter be collectively referred to as
"Parties" and individually as "Party".

INTERPRETATIONS/DEFINITIONS:

- (1) In this agreement, the following expressions unless repugnant to the context shall have the
meaning assigned thereto -
 - a) "Act" means the Real Estate (Regulation and Development) Act, 2016.
 - b) "Apartment/Flat/Unit" shall mean a space in the project intended and/or capable of being
independently and exclusively occupied, having one or more direct exit to a common area

Elegant Build Developers LLP

Laxmi Kant
Authorised Signatory

Signature of the Land Owner
Page 1 of 22

Signature of the allottee(s)

and having a separate number and identity, and refer to all such units or spaces intended to be used for commercial use such as office, shops etc. in any part of the project.

- c) **"Approved Plans"** shall mean the plans of the project constructed or to be constructed on the scheduled land as defined herein below, as approved by the competent local authority and shall include any variations or amendments therein by such competent authority or promoter/Developer as per the applicable laws in this regard.
 - d) **"Building"** shall mean the building/tower in the project where the allottee(s) has been allotted the unit(s)/apartment(s).
 - e) **"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 uncovered, and thickness of external and internal walls. 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.
 - f) **"Carpet Area"** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under the service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
 - g) **"CLSS Carpet Area"** shall refer to the carpet area as defined in the Credit Linked Subsidy Scheme (CLSS) under the Mukhya Mantri Jan Awas Yojana; and shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, area covered by the internal partition walls, areas under the service shafts, exclusive balcony or verandah area and open terrace area.
 - h) **"Common Area and Facilities"** shall mean the common portions, spaces, equipments, services & amenities, which are meant for the common use and enjoyment by all occupiers/residents of the said project and more specifically described in the Schedule – E attached hereto.
 - i) **"Delay Payment Charges"** means the charges that are payable by the allottee(s) to the promoter/Developer on account of delay in payment of any due amount, charges, instalments etc. Such charges shall be calculated at the interest rate, defined herein below, along with all applicable taxes in this regard.
 - j) **"Earnest Amount"** shall mean 10% of the total price of the unit. The earnest amount can be paid by the allottee(s) in instalments as per the discretion of the promoter/co-promoter.
 - k) **"Exclusive Balcony Area or Verandah Area"** shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s); and **"Exclusive Open Terrace Area"** shall mean the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s).
 - l) **"Interest"** means the interest payable by the promoter and the allottee at the rate specified in rule 17 of the rules;
 - m) **"Para"** or **"Clause"** shall mean a para or clause of this agreement.
 - n) **"Project"** shall mean the project comprising of building(s), shops, parking facility, club house etc. constructed/to be constructed upon the scheduled land and named as **"ELEGANT UTSAV"**.
 - o) **"Regulation"** shall mean the regulations made under the act.
 - p) **"Rules"** shall mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 - q) **"Schedule"** shall mean the schedules attached to this agreement.
 - r) **"Scheduled Land"** shall mean the land more particularly described in the Schedule – A attached hereto.
 - s) **"Section"** shall mean the sections of the act.
 - t) **"Residents' Association/Society/Owners' Association"** shall mean a society/association formed/to be formed under relevant applicable laws for the time being in force for the maintenance of common area of the project and incidental matters thereto, by the residents/owners of the flats/units and other concerned individuals in this regard.
- (2) The words and expressions used herein but not defined in this agreement and defined in the act or in the Rajasthan Urban Improvement Act, 1959 or in the Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws subject to their applicability on the project.
- (3) In this agreement, all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.

Elegant Build Developers LLP

Sanjay

Signature of the Promoter/Developer

Authorised Signatory

Signature of the Land Owner

Page 2 of 22

Signature of the allottee(s)

WHEREAS THE PROMOTER/DEVELOPER DECLARES THAT:

- A. The Promoter/Developer is in lawful possession of the scheduled land situated at Plot No. 326,326A,327,327A Tagore Nagar, Ajmer, Road Jaipur Rajasthan with a total area admeasuring of 771.377 square meters (922.56 square yards) and more particularly described in Schedule – A attached hereto.
- B. The owner of the Land is Mrs. Shanti Devi Agrawal wife of Jitendra Prasad Agrawal R/o 327 Laxmi Kunj Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021 The Land was purchased by such owner from Jaipur Development Authority in auction, as stated in the Lease-deed dated 02/03/2002 , registered on 05/03/2002 in the office of Sub-Registrar Jaipur III in its Book No. I Volume No. 90 at Page No 174 bearing Serial No. 24 and an additional copy of the same was also pasted in its additional Book No. I Volume No. 387 at Page No. 126 to 130

The owner of the Land is Mr. Upendra Prasad Agrawal son of Jitendra Prasad Agrawal R/o 326 A Ustav Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021 The Land was purchased by such owner from Jaipur Development Authority in auction, as stated in the Lease-deed dated 02/03/2002 , registered on 05/03/2002 in the office of Sub- Registrar III in its Book No. I Volume No. 90 at Page No. 178 bearing Serial No. 28 and an additional copy of the same was also pasted in its additional Book No. I Volume No. 387 at Page No. 146 to 150.

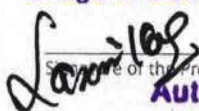
The owner of the Land is Mr. Puneet Agrawal and Mr. Anurag agrawal son of Upendra Prasad Agrawal R/o 326 A Ustav Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021 The Land was purchased by such owner from Jaipur Development Authority in auction, as stated in the Lease-deed 20/01/2002, registered on 08/03/2002 in the office of Sub- Registrar III in its Book No. I Volume No. 91 at Page No 36 bearing Serial No. 36 and an additional copy of the same was also pasted in its additional Book No. I Volume No. 388 at Page No. 205-209.

The owner of the Land is Mr. Puneet Agrawal and Mr. Anurag agrawal son of Upendra Prasad Agrawal R/o 326 A Ustav Yashoda path, Tagore Nagar Ajmer Road, Vaishali Nagar, Jaipur Rajasthan 302021 The Land was purchased by such owner from Jaipur Development Authority in auction, as stated in the Lease-deed dated 02/03/2002 , registered on 08/03/2002 in the office of Sub- Registrar III in its Book No. I Volume No. 91 at Page No 35 bearing Serial No. 35 and an additional copy of the same was also pasted in its additional Book No. I Volume No. 388 at Page No. 200 to 204

The consent of such owner of the Land has been taken and subsequently a collaboration agreement/development agreement/joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on date : 15/07/2019 in the office of Sub- Registrar Jaipur VII in its Book No. I Volume No. 1062 at Page No 32 bearing Serial No. 201903019104854 and an additional copy of the same was also pasted in the Book No. I Volume No. 4245 at Page No. 135 to 149. Thereafter a Power Of Attorney was executed by the land owners to the developer authorizing them to do all legal formalities with Government authorities and execute sale documents with the allottee(s). The power of attorney was Registered on 19/03/2019 in the office of Sub Registrar Jaipur VII in its Book No.4,Volume No.33,Page No.11, bearing Serial No. 201903021400087 and additional copy of the same was pasted in the additional Book No. 4,Volume No. 65,Page No. from 8 to 20 bearing Serial No. 201901021003134.

- C. The said land is earmarked for the purpose of Housing Development of a [residential] project, comprising 16 multi-storeyed apartment buildings and [insert any other components of the Projects] and the said project shall be known as 'Elegant Utsav ' ("Project").
- D. The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the scheduled land on which Project is to be constructed have been completed.
- E. The details of the encumbrances on the scheduled land is as under –
The land is free from any encumbrances as on date.
- F. The Promoter/Developer has planned and is in the process of constructing and developing the

Elegant Build Developers LLP



Signature of the Promoter/Developer

Authorised Signatory

Signature of the Land Owner

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Signature of the allottee(s)

project on the scheduled land after getting all necessary permissions/approvals from the concerned competent authorities and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on the scheduled land. The location details of the project are fully described in the Schedule - A.

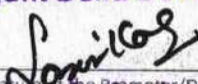
- G. The Project has been registered with the Rajasthan Real Estate Regulatory Authority on and the Project Registration Certificate No. is..... This registration is valid for a period of 05 years commencing from and ending in unless renewed/extended by authority.
- H. The details of plan of development works to be executed in the proposed project and the proposed facilities to be provided have been described in Schedule – F attached hereto.
- I. The details of salient features of the project have been provided in Schedule – G attached hereto.
- J. The details of specifications of materials used/to be used in construction of the project have been described in Schedule – H attached hereto.
- K. The stage wise time schedule of completion of the project has been provided in Schedule-I attached hereto.
- L. The following approvals and sanctions have been obtained in respect of the said project –
- The Site Layout Plan (JDA Patta) issued by Jaipur Development Authority, Jaipur. A copy of the same is enclosed herewith as Annexure – I.
 - Approval of the project and permission of building construction up to 15 meter height (Stilt + Four floors) has been accorded vide Letter no. JDA/2019-20/BPAS/42 dt 07/09/2019 by the Jaipur Development Authority, Jaipur.
 - Temporary Fire NOC for the project has been accorded by the Office of Chief Fire Officer, Nagar Nigam, Jaipur vide (N/A) dated
 - The Airport Authority of India has also granted NOC for height clearance for the project vide (N/A)dated
- M. The Promoter/Developer has opened a separate bank account in ICICI Bank, Shyam Nagar, New Sanganer Road Jaipur Branch for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section (4) of the Act.
- N. The Allottee(s), being aware of the project and the details given herein about the project made by the promoter/Developer and/or on visiting the sample flat of an apartment has, after perusal of all relevant documents and his own satisfaction, applied for allotment and to purchase an apartment in the project vide application dated The allottee(s) has also deposited a sum of Rs. (In words Rupees) as a part of the earnest amount including application fee and agrees to make timely and complete payments of the remaining total price as well as other dues/charges under this agreement as per terms and conditions of this agreement.

There are different kinds of apartments conceptualized in the project which may not be the same as the sample flat. The promoter/Developer has already clarified that the sample flat is for representational purposes only.

- O. The allottee(s) has applied for an apartment in the project through application dated and has been allotted Apartment/Unit No. with the proportionate share in the common area and facilities of the project along with undivided proportionate share in the scheduled land hereinafter referred to as the "Unit/Flat/Apartment" and more particularly described in Schedule – B attached herewith and the floor plan of the apartment and the building is attached as Annexure - II hereto.
- P. 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.
- Q. The assurances/representations made by the promoter/Developer are embodied in this deed and no other assurances/representations/ in respect of the said unit/project have been ever communicated in this regard. 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.
- R. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter/Developer hereby agrees to sell and the allottee(s) hereby agrees to purchase the unit.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON THE

Elegant Build Developers LLP


Signature of the Promoter/Developer

Authorised Signatory

Signature of the Land Owner
Page 4 of 22

Signature of the allottee(s)

FOLLOWING MAIN TERMS AND CONDITIONS, NAMELY:

1. Subject to the terms & conditions as detailed in this agreement, the promoter/Developer hereby agrees to sell to the allottee(s) and the allottee(s) hereby agrees to purchase and receive the apartment specified in Clause (O).
- 1.1 The total Price for the apartment mentioned in Clause (O) is Rs. (In Words Rupees.....) (hereinafter referred to as the "Total Price") and more particularly described in Schedule – C. All other charges, which are specifically mentioned in this agreement and do not form part of the total price, shall be paid by the allottee(s) in addition to the total price as per this agreement.
 - (i) The allottee(s) expressly agrees that, in addition to the total price as stated in Clause 1.1, he shall also be liable to pay all taxes and cesses, including but not limited to Value Added Tax, Service Tax/GST and cesses or any other similar or other taxes which may be levied, in connection with the construction of the project payable by the promoter/co-promoter, by whatever name called, up to the date of the handing over the possession of the apartment to the allottee(s) and the project to the Owners' Association. The allottee(s) shall, in addition to the total price of the unit, also be liable to pay interest free maintenance deposit, one year upfront maintenance charges, stamp duty, registration charges, legal charges such as advocate fees etc. or any other charges applicable at the time of registration of this agreement and sale deed of the unit, society registration fees, society membership fees, charges towards government water supply such as Bisalpur etc., charges for electricity connection payable to JVVNL, and proportionate charges for any additional capital goods and/or infrastructure development, except for the amenities/facilities/proposed development that have already been mentioned herein, and may be required to be installed/developed during the timeline of project construction or at any time in future hereafter, in accordance with any government norms or for the common use and enjoyment of all the allottee(s).
 - (ii) Provided that in case there is any change/modification in the taxes and cesses, the same shall be brought into effect as per the applicable laws.
 - (iii) The promoter/Developer shall intimate the allottee(s), the amount payable as stated in the payment plan given in Schedule – D and the allottee(s) shall make payment demanded by the promoter/Developer within the time and in the manner specified therein. Provided that as and when any installment becomes due, the promoter/Developer shall once inform the allottee(s) in writing and it shall not be obligatory on the part of the promoter/Developer to send any further demand notices/e-mails/reminders regarding the payments to be made by the allottee(s).
- 1.2 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/Developer 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/Developer 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.
- 1.3 The promoter/Developer has already received, as earnest amount from the allottee(s), a sum of Rs. (Rupees) out of the total price of Rs. (Rupees) and the allottee(s) agrees and undertakes to pay the balance amount out of the total price strictly in accordance with the payment plan as described in Schedule - D. Provided that if the allottee(s) delays in payment towards any amount which is payable as per this agreement, he shall be liable to pay delay payment charges in addition with the taxes including service tax/VAT/GST applicable on such delay payment charges.
- 1.4 It is agreed that the promoter/Developer shall have pari-passu charge on the said unit to be acquired by the allottee(s) in respect of any amount liable to be paid by the allottee(s) under the terms and conditions of this agreement and that the allottee(s) shall not transfer, assign, sell or in any way dispose off the said unit or his interest therein without the prior written consent of the promoter/co-promoter.
- 1.5 It is agreed that the promoter/Developer shall not make any material addition in the approved plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the apartment without the previous written consent of the allottee(s). However, the promoter/Developer may send a letter to allottee(s) for the purpose of taking such consent through Registered AD on the address mentioned herein and in case the allottee(s) does not reply to such letter, within one week from the date of dispatch of letter, the same shall be deemed to be a consent of the allottee(s) as required under the act. Such

Elegant Build Developers LLP

Signature of the Promoter/Developer


Authorised Signatory

Signature of the Land Owner

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Signature of the allottee(s)

consent/reply must be sent by the allottee(s) to the promoter/Developer by registered AD only. Provided that the promoter/Developer and/or the architect may make such minor additions or alterations as they may deem fit and/or required during the course of construction of the project or as may be required by the allottee(s), or such minor changes or alterations as per the provisions of the act.

- 1.6 The promoter/Developer shall confirm to the final carpet area that has been allotted to the allottee(s) after construction of the building is complete by furnishing details of the changes, if any, in the carpet area and architect's certificate in this regard shall be final and binding on the parties. The total price payable for the carpet area shall be recalculated, upon confirmation, by the promoter/co-promoter. If there is reduction in the carpet area, then the promoter/Developer shall refund the excess money paid by allottee within 45 days with interest from the date of receipt of the last installment of the total price. 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/Developer may demand that from the allottee(s) along with the next milestone of the Payment Plan as provided in this agreement. Any monetary adjustments pertaining to the changes in carpet area shall be done on pro rata basis as per the basic sale price of the unit as mentioned in Schedule - C and such monetary adjustments shall always be made on the basis of carpet area of the unit only. Moreover, the allottee, after paying the total price and all taxes, charges and dues payable to the promoter/Developer as per this agreement, shall have exclusive right to get possession of his unfinished unit/flat/apartment and may have an option to complete the same as per his own specifications and at his own cost; and in such a situation and as mutually agreed upon, the total price shall be determined by the parties to the agreement.
- 1.7 Subject to Clause 9.2, the promoter/Developer agrees and acknowledges that after the registration of the conveyance deed of the unit, the allottee(s) shall have the right to the apartment as mentioned below -
- The allottee(s) shall have exclusive ownership of the apartment.
 - The allottee(s) shall also have undivided proportionate share in the scheduled land and proportionate share in the common areas. Since the share/interest of allottee(s) in the common areas and the scheduled land is indivisible and cannot be divided or separated, the allottee(s) shall use them, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter/Developer shall handover the common areas to the owner's association after it is duly registered under the competent authorities.
- 1.8 The allottee(s) understands that the project comprises of open and covered parking spaces. For day to day comfort of all residents, the promoter/Developer or the registered society has earmarked parking space for the exclusive use of each unit. Further, the allottee(s) understands and agrees that every allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking. All earmarked parking space along with the unallotted parking space, if any, shall form a part of the common areas and facilities of the project.
- 1.9 01 Two Wheeler-covered/open parking space on the Stilt floor has been earmarked for use by the allottee(s). It is agreed between the parties that the exact parking number shall be earmarked after the completion of the project, either by the promoter/Developer or the resident's association, as the case may be. Provided that the promoter/co-promoter, at its sole discretion, can supersede any designation/earmark of parking done by the residents' association; and can earmark any other parking number to the allottee(s) at any point of time in future and his decision shall be final and binding upon the allottee(s) and the society. The said parking space and/or number shall be treated as an indivisible part of the unit for all purposes.
- 1.10 The allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the said project. The parking space earmarked to the allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the allottee(s) will be allowed to park vehicles more than the parking space earmarked to him or at anywhere else in the project.
- 1.11 The Promoter/Developer 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 to various competent authorities. If the Promoter/Developer 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/Developer agrees to be liable, even after the transfer of the apartment, 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.

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Signature of the Promoter/Developer

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Signature of the Land Owner

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Signature of the allottee(s)

- 1.12 The allottee(s) agrees and understands that except the unit as described in Schedule – B attached hereto, the allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted saleable spaces and limited common areas and facilities in the project. Spaces such as shops, kiosks etc. built in any part of the project are of a saleable nature and thus, such saleable spaces shall remain the exclusive property of the promoter/Developer that shall be free to deal/sell such areas, as per applicable laws.
 - 1.13 The promoter/Developer shall be exclusively entitled to install signage, hoardings, advertisements and/or perform any kind of branding activities for any of its project(s) at any suitable place in the project and the allottee(s)/owner's association shall not have any objection to it.
 - 1.14 The allottee(s) hereby agrees and acknowledges that the promoter/Developer shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this agreement. Moreover, the allottee(s) acknowledges that the promoter/Developer has provided all the information and clarifications sought by the allottee(s); and that the allottee(s) has relied only upon his own judgment and investigation with respect to the approved plans, location, layout, specifications, government regulations pertaining to the project along with his ability to make timely payments before entering into this agreement.
 - 1.15 The allottee(s) expressly agrees that the promoter/Developer shall be solely entitled to claim any/all the refundable amounts deposited by the promoter/Developer to various competent authorities during the entire course of construction of the project.
 - 1.16 The allottee(s) has the right to visit the project site to assess the extent of development of the project and his apartment. The promoter/Developer discourages such kind of visit by the allottee(s) and his/her family members due to the risks involved at construction site. If at all the allottee(s) decides to visit the site, he/she shall only do so after intimating the promoter/Developer or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter/Developer shall in no way, be held responsible for any accident/mishap involving the allottee(s) and his accompanying persons while visiting the site. Further, the promoter/Developer strictly prohibits the visit of children at the project construction site.
 - 1.17 If case the allottee(s) avails a loan facility from any bank/financial institution towards the purchase of the unit, it shall be the sole responsibility of the allottee(s) to get the loan sanctioned and disbursed in accordance with the payment plan. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the promoter/co-promoter, as per the payment plan, shall be ensured by the allottee(s), failing which the allottee(s) shall be considered under default and delay payment charges will be levied. Provided that the terms and conditions enforced by any such bank/financial institution shall be exclusively applicable on the allottee(s) only.
 - 1.18 The parties to this agreement have agreed that all applicable laws shall always be deemed to be in their full knowledge, intimation and well acquaintance and they shall always abide to it.
2. Subject to the terms of the agreement and the promoter/Developer abiding by the construction milestones, the allottee(s) shall make all payments, on demand by the promoter/co-promoter, whether by an e-mail or by any other mode, within the stipulated time as mentioned in the payment plan as per Schedule – D through account payee cheque/demand draft/banker's cheque or online payment in favor of Elegant Build Developers LLP payable at Jaipur. The receipt would be valid only after realization of the said financial instrument and effect of payment in the promoter/co-promoter's account. However, the date of credit shall be deemed to be the date of payment of installment by the allottee(s).
 3. The allottee(s), if residing 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 other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the promoter/Developer with such permission, approval which would enable the promoter/Developer 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

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Signature of the Promoter/Developer

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Signature of the Land Owner

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Signature of the allottee(s)

- The promoter/Developer accepts no responsibility with regards to matters specified herein above. The allottee(s) shall keep the promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee(s), 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/co-promoters immediately and comply with necessary formalities if any, under the applicable laws.
4. The allottee(s) has authorized the promoter/Developer to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the allottee(s) against the apartment, if any, in his name and the allottee undertakes not to object/demand/direct the promoter/Developer to adjust his payments in any manner.
 5. The promoter/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the apartment to the allottee(s) and the common areas to the owners' association, as the case may be. Provided that, it shall be subject to timely payment by the allottee(s) so that any impediment in construction of the project due to his default may not occur. Timely payment of total price and other payments/charges by the allottee(s) shall also be the essence of this agreement.
 6. The allottee(s) has seen the proposed layout plans, approved plans, specifications, amenities and facilities of the apartment and project and has 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/co-promoter. The promoter/Developer 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/Developer undertakes to strictly abide 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 procedure agreed by and between the parties under Clause 1.5 or in the manner as provided under the act.
 7. **POSSESSION OF THE APARTMENT:**
 - 7.1 Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment 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 along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **01.10.2021** 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, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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Signature of the Promoter/Developer

Signature of the Land Owner

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Signature of the allottee(s)

- 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, 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, 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- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment 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 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 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.
- 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 (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, 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, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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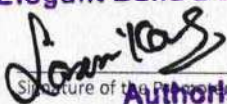
Signature of the Promoter/Developer

Signature of the Land Owner

Signature of the allottee(s)

8. The Promoter/Developer hereby represents and warrants to the allottee(s) as follows:
- (i) The promoter/Developer has absolute, clear and marketable title with respect to the said land and the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the Project.
 - (ii) The promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out the development of the project.
 - (iii) There are no encumbrances upon the said land or the project as on date.
 - (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/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, unit and common areas.
 - (vi) The promoter/Developer 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/Developer 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/Developer confirms that the promoter/Developer 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/Developer shall handover lawful, vacant, peaceful, physical possession of the unit to the allottee(s).
 - (x) The scheduled land 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 scheduled land.
 - (xi) The promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project (except the taxes mentioned in Clause 7.2 which shall be paid according to the said clause) to the competent authorities till the completion of the project.
 - (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/Developer in respect of the scheduled land and/or the project.
 - (xiii) The promoter/Developer shall not be responsible towards any third party making payments, remittances on behalf of the allottee(s) and such third party shall not have any right under this agreement and/or in the unit, in any way, and the promoter/Developer shall issue the payment receipts in favor of the allottee(s) only and in case of cancellation by any such allottee(s), refund as per the terms of this agreement shall be made only to the allottee(s).
9. Except to the occurrence of a Force Majeure event, the promoter/Developer shall be considered under a condition of default, in the following events, namely -
- (i) The promoter/Developer fails to offer possession of the unit to the allottee(s) without any default on the part of the allottee(s), within the time period specified in Clause 7 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.
 - (ii) Discontinuance of the promoter/co-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.
- 9.1 In case of default by the promoter/Developer under the conditions listed above, allottee(s) is entitled, subject to the condition that there is no default on the part of the allottee(s), to the following -
- a. Stop making further payments to the promoter/Developer as demanded by the promoter/co-promoter. If the allottee(s) stops making payments, the promoter/Developer 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
 - b. The allottee(s) shall have the option of terminating the agreement in which case the promoter/Developer shall be liable to refund, subject to the availability of funds, the entire money paid by the allottee(s) under any head whatsoever towards the purchase of the unit, along with interest from the date of such termination within forty-five days of receiving the termination notice. Provided that where an allottee(s) does not intend to withdraw from the

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Signature of the Promoter/Developer

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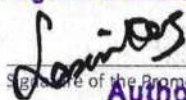
Signature of the Land Owner

Signature of the allottee(s)

project or terminate the agreement, he shall be paid, by the promoter/co-promoter, interest calculated at the interest rate for the period of delay till the handing over of the possession of the unit, which shall be paid by the promoter/Developer to the allottee(s) within forty-five days of it becoming due.

- 9.2 The allottee(s) shall be considered under a condition of default, on the occurrence of any one or more of the following events:
- (i) In case the allottee(s) fails to make payments for any installment as per the payment plan stated in Schedule - D; the allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the allottee(s) to the promoter/Developer and ending on date of the payment of such overdue amounts by the allottee(s) to the promoter/co-promoter.
 - (ii) In case of default by allottee(s) under the conditions listed above continues for a period beyond 30 days after notice from the promoter/Developer in this regard, the promoter/Developer may terminate this agreement, provided that the promoter/Developer shall intimate the allottee(s) about such cancellation at least thirty days prior to such cancellation.
 - (iii) In case of delay or failure on the part of the allottee(s) to deposit the stamp duty/registration charges, any other amounts due to the promoter/Developer under this agreement including delay payment charges, if applicable and/or in execution and registration of conveyance deed of the unit and/or taking possession of the unit within the period mentioned in the letter for intimation of possession; the promoter/Developer shall have the option to terminate this agreement.
 - (iv) In case of breach of any other terms & conditions of this agreement on the part of the allottee(s) and/or violation of any of the applicable laws on the part of the allottee(s); the promoter/Developer shall have the option to terminate this agreement.
 - (v) It is expressly agreed between the parties that in case of defaults under Clause 9.2 (iii) and (iv) above, on the part of the allottee(s), till the time the promoter/Developer exercises the option to terminate this agreement, it shall be entitled to (a) recover delay payment charges as per Clause 9.2 (i); (b) recover maintenance charges from the deemed date of possession; (c) recover holding/safeguarding charges @ 0.1% per month on the total price of the unit; (d) withhold registration of conveyance deed in favor of the allottee(s); and to refuse possession of the unit to the allottee(s) till the payment of amounts mentioned in Clause 9.2 (iii).
 - (vi) The rights and remedies of the promoter/Developer under all the above clauses shall be in addition to the other rights and remedies available to the promoter/Developer under applicable laws, equity and under this agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the promoter/Developer of its right of charging such delay payment charges or of the other rights mentioned in this agreement.
- 9.3 Upon termination of this agreement by the promoter/co-promoter, due to the default of the allottee(s) as mentioned in Clause 9.2 hereinabove, the promoter/Developer shall further be entitled to forfeit the earnest amount, all/any taxes, duties, cess etc. deposited by the promoter/Developer to the concerned departments/authorities in respect of the unit, all/any penalties and delay payment charges in respect of the unit, the brokerage charges paid by the promoter/Developer in respect of the unit, as on the date of cancellation, from the amounts paid by the allottee(s) till such date and the balance amount of money paid by the allottee(s) shall be returned by the promoter/Developer to the allottee(s) without any interest, from the amounts realized from the such new allottee(s) of the same unit. The allottee(s), upon termination of this agreement, shall not have any lien, right, title, interest or claim in respect of the unit. The promoter/Developer shall be entitled to sell the unit to any other person or otherwise deal with the unit in any manner whatsoever.
- 9.4 Without prejudice to the rights of the promoter/Developer under this agreement, the promoter/Developer shall be entitled to file/initiate appropriate complaint/proceedings against the allottee(s) under the act or any other law for the time being in force for default/breach of any other terms and conditions of this agreement or the provisions of the act/rules/regulations.
10. The promoter/Developer itself or through a maintenance agency of its own discretion, shall provide and maintain the essential common area services in the project, and their usage/maintenance charges shall be borne by the allottee(s), for a period of one year from the date of completion of the project for which the allottee(s) agrees to pay one year upfront maintenance charges to the promoter/Developer in addition to the total price.
- 10.1 That a residents' association/society/owners' association of the allottee(s) of the apartments

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Signature of the Promoter/Developer

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Signature of the Land Owner

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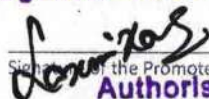
Signature of the allottee(s)

in the project shall be formed with the main object to take over the responsibility of maintenance/management of common area and facilities of the project and with such other object or purpose and in such manner and to such extent as the promoter/Developer and society may decide from time to time. The allottee(s) of all the apartments shall be bound to become the members of the society. The allottee(s) agrees and undertakes to abide by and comply with bylaws and rules and regulations of such society. Until the formation of the society, the promoter/Developer or the maintenance agency overlooking the maintenance of the project shall have all the rights and authorities of the society, in addition to the rights expressly mentioned herein, to enable proper maintenance of the common areas and facilities. After the formation of the society, it shall be solely responsible for the maintenance of the common area and facilities of the project.

- 10.2 The promoter/Developer shall transfer the interest free maintenance deposit to the society's designated bank account after the common areas and facilities have been handed over to the society. The allottee(s) agrees that such transfer of deposit shall be done after adjusting all types of dues payable by all the allottee(s) to the promoter/Developer and it shall be the duty of the owners' association to recover any such dues from the defaulting allottee(s).
- 10.3 The allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bylaws of the owners' association as may be required by the registrar of society or other competent authority. After the handover of the common area and facilities of the project to the society, it shall be the sole responsibility of the society to determine the rate and amount of all combined expenses and outgoings for the common areas and facilities of the project from time to time and recover the same proportionately from the allottee(s). The allottee(s) agrees that he shall be liable to pay all such proportionate outgoings, expenses and other dues to the society, from time to time and regularly.
- 10.4 The allottee(s) shall be bound by all the terms and conditions of bylaws and any other agreement entered into by the owners' association and any decision taken by it as per its bylaws.
- 10.5 The allottee(s) agrees that if at any time under any law/order or if the promoter/co-promoter/maintenance agency/owners' association may think necessary to insure the building/apartments/project, the charges towards the same shall be paid by the allottee(s) proportionately.
- 10.6 In the event of the promoter/Developer appointing a maintenance agency to provide and maintain the essential common services in the project for the first year after the completion date of the project, the allottee(s) shall be bound to enter into and execute the said maintenance agreement in the draft format agreed between the promoter/Developer and the maintenance agency and/or all other necessary documents that might be required towards the same.
- 10.7 The allottee(s) agrees that his right to use of common areas and facilities of the project shall be subject to timely payment of total maintenance charges and performance by the allottee(s) of all his obligations in respect of the terms and conditions specified under this agreement as well as the owners' association from time to time.
11. It is agreed that in case any structural defect or any other defect as per the legal provisions or any other obligations of the promoter/Developer as per this agreement relating to such development is brought to the notice of the promoter/Developer within a period of five years by the allottee(s) from the deemed date of completion or date of issuance of occupancy certificate whichever is earlier, it shall be the duty of the promoter/Developer to rectify such defects without further charge, within thirty days, and in the event of promoter/co-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. Provided that in case any damage to the unit or the project is caused by the allottee(s) and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damage caused due to Force Majeure; the same shall not be covered under defect liability. Provided further that the allottee(s) understands and expressly agrees that the construction activity, in general, is heterogeneous in nature and any shortcomings inherent to such heterogeneity and including but not limited to unequal contraction or expansion due to temperature variations, nature of joints between concrete and masonry, pervious nature of concrete and plastered masonry etc. shall not be termed as structural defects or defects in workmanship or quality of construction. Both the parties agree that in an event of disagreement over the nature/cause of any defect as mentioned herein above, the same shall be referred to the architect, whose report and decision shall be final and binding.

12. The allottee(s) shall, without prejudice to any other rights of the promoter/co-promoter,

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Signature of the Promoter/Developer

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Signature of the Land Owner

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Signature of the allottee(s)

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

- 12.1 The parties acknowledge that the foregoing indemnities shall survive the termination of this agreement.
- 12.2 The indemnification rights of the promoter/Developer under this clause shall be in addition to any other rights and remedies available to the promoter/Developer under applicable laws, equity and this agreement.
13. The parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this agreement and therefore that, without prejudice to any and all other rights and remedies the promoter/Developer may have, the promoter/Developer shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement. The remedies set forth in this clause are cumulative and shall in no way limit any other remedy the promoter/Developer may have under law or in equity or pursuant thereto.
14. The promoter/co-promoter/owner's association shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the representatives of the promoter/co-promoter/owner's association to enter into the apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
15. The service areas, as located within the project, shall be earmarked for purposes such as parking spaces, common facilities 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 equipments etc. and other permitted uses as per sanctioned plans. The allottee(s) shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the common facilities, and the same shall be reserved for use by the owner's association for rendering maintenance services.
16. The allottee(s) shall, after taking possession, be solely responsible to maintain the said apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building/apartment 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 and keep the said apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and 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.
- 16.1 The allottee(s) further undertakes, assures and guarantees that he 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 or building therein or common areas. The allottee(s) 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(s) shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages or staircase of the building.

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Signature of the allottee(s)

The allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or RCC structure in the unit and shall also not remove any wall, including the outer and load wall of the apartment.

- 16.2 That all fixtures and fittings including but limited to air conditioners, coolers etc. shall be installed by the allottee(s) at places earmarked or approved by the promoter/co-promoter/owners' association and nowhere else. The non-observance of the provisions of this clause shall entitle the promoter/Developer or the owners' association, as the case may be, to enter the unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expenses of the allottee(s).
- 16.3 The allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/lawns/rooftop/terrace under his use.
- 16.4 It is in the interest of the allottee(s) to help the owners' association in effectively keeping the unit and/or the project secured in all ways. For the purpose of security, the owners' association would be free to restrict and regulate the entry of visitors into the building/project.
- 16.5 The allottee(s) shall not use the unit for any other purpose other than as set out under this agreement nor shall use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the project or for any illegal or immoral purpose.
- 16.6 The allottee(s) shall not throw dirt, rubbish, rags, garbage, water etc. or permit the same to be thrown from the unit in the compound or any portion of the project/scheduled land and the building.
- 16.7 The allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the unit and the building/project or lead to increase in premium payable in respect of the insurance of the building/project and/or the unit.
- 16.8 The allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the promoter/Developer and thereafter the owner's association and/or maintenance agency appointed by the owner's association. The allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.9 That if the allottee(s) intends to carry out the interior adaptations and interior works in the unit, he shall seek prior permission of the promoter/co-promoter/owners' association, which shall permit the same subject to appropriate conditions.
- 16.10 After handing over of the said project, it shall be the responsibility of the owners' association for obtaining/renewal of insurance for the project and pay insurance premiums.
- 16.11 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 unit/building/project shall be applicable to and enforceable against any and all occupants, tenants, licensees and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s), as the said obligations go along the unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s) in the unit is permissive or hostile.
- 16.12 The promoter/Developer has made provisions for separate overhead and underground water tank for storage of water as per the requirement assessed by the architect. The allottee(s) shall bear the proportionate charges for potable water procured from municipality, Bisalpur line, and water works department and/or from any outside vendor in case of any shortfall.
- 16.13 The promoter/Developer has also made provision of a septic tank for removal of waste water from the project. The allottee(s) shall bear the proportionate cost of connecting the project to the sewerage network as and when it is developed by the competent authorities. Till such time, the proportionate cost for removal of waste water by any third party shall be borne by the allottee(s).
- 16.14 The promoter/Developer shall be exclusively entitled to install signage, hoardings, advertisements and/or perform any kind of branding activities for any of its project(s) at any suitable place in the project and the allottee(s)/owner's association shall not have any objection to it.
- 16.15 If the allottee(s) wishes to assign the booking/allotment in favor of another person, the transfer will be allowed only if local laws permit so in future. The allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges etc. in case of such transfer. Further resale of the unit shall be allowed as per local prevailing laws under 'Mukhya Mantri Jan Awaas Yojana'.
- 16.16 The allottee(s) shall neither use the unit for any purposes other than as approved by the competent authority and nor shall use the same for any other purpose which may or is likely to cause nuisance or annoyance to others or for any illegal or immoral purpose.
- 16.17 In all the matters not hereby specifically provided, the decision of the promoter/Developer

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Signature of the Land Owner

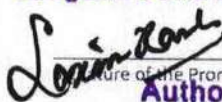
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Signature of the allottee(s)

shall be final and binding upon the allottee(s)/owners' association if there arises any dispute amongst various space owners with respect to any matter relating to the use of common amenities, services and facilities in the said building/project or generally in relation to the matters of upkeep and maintenance of the building/project.

- 17 The parties are entering into this agreement for the allotment of the unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 18 The promoter/Developer 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 or subsequent sanctions accorded by the competent authority.
- 19 Without affecting the rights and interest of the allottee(s) in respect of the unit under this agreement, in case the promoter/Developer raises finance, loan from any financial institution/bank by way of mortgage/charge securitization of receivables or in any other mode or manner by charge/mortgage of the said project, such mortgage shall be subject to the condition that the rights and interest of the allottee(s) in respect of the unit under this agreement shall not be affected and the allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the unit and the unit shall be free from all encumbrances at the time of registration of the conveyance deed of the unit. For the purpose of the same, the promoter/Developer shall provide NOCs etc. as may be required by the allottee(s).
- 20 Forwarding this agreement to the allottee(s) by the promoter/Developer does not create a binding obligation on the part of the promoter/Developer or the allottee(s) until, firstly, the allottee(s) signs and delivers this agreement with all the schedules along with the payments due as stipulated in this agreement within thirty days from the date of receipt by the allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Jaipur as and when intimated by the promoter/co-promoter. If the allottee(s) fails to execute and deliver to the promoter/Developer 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/co-promoter, then the promoter/Developer 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 may be cancelled, at the sole discretion of the promoter/Developer and the promoter/Developer may be entitled to forfeit the earnest amount as deposited till the date of cancellation.
- 21 This agreement, along with its schedules and annexure, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, MoU, correspondences, arrangements, whether written or oral, if any, between the parties in regard to the said unit.
- 22 This agreement may only be amended through written consent of the parties.
- 23 It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said unit and the project shall equally be applicable to and enforceable against and by any subsequent allottee of the unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes.
- 24 The promoter/Developer may, at its sole option and discretion, without prejudice to its rights as said out in this agreement, waive the breach by the allottee(s) in not making payments as per the payment plan mentioned in this agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee(s) that exercise of discretion by the promoter/Developer in the case of one allottee(s) shall not be construed to be a precedent and/or binding on the promoter/Developer to exercise such discretion in the case of other allottee(s).
- 24.1 Failure on part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Provided that any waiver, as given by the promoter/co-promoter, may be revoked at the sole discretion of the promoter/co-promoter, if the

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Signature of the allottee(s)

allottee(s) commits any subsequent and/or repeated defaults. Accordingly, any waiver given by any party shall be in written form.

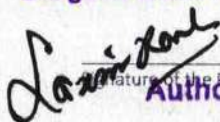
- 25 If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations made thereunder or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to the act or the rules and regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.
- 26 Wherever in this agreement it is stipulated that the allottee(s) has to make any payment, in common with other allottee(s) in the project, the same shall be in the proportion which the built up area of the apartment bears to the total built up area of all the apartments in the project or on the basis of any other standard that shall be adopted uniformly amongst all other allottee(s).
- 27 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.
- 28 The execution of this agreement shall be completed only upon its execution by the promoter/Developer through its authorized signatory at the promoter/co-promoter's office, or at some other place, as decided by the promoter/co-promoter. After the agreement is duly executed by the allottee(s) and the promoter/Developer or simultaneously with the execution, the said agreement shall be registered at the office of the Sub-Registrar at Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.
29. All the notices to be served on the allottee(s) and the promoter/Developer as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee(s) or the promoter/Developer either by registered AD post or speed post at their respective addresses specified below –

<u>M/sElegant Build Developers</u> LLP(Promoter/co-promoter's Name)	Allottee(s) name
AddressD-61-62 , Kashyap Path , Janpath Road , Shyam Nagar , Jaipur E-mail: Elegantutsav@gmail.com	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 postal address and e-mail 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/Developer or the allottee(s), as the case may be. Provided that the allottee(s) agrees to receive the promoter/co-promoter's requests for payments as per the payment plan through e-mail. Such e-mail sent on the e-mail address mentioned above shall be deemed to be a duly served notice/intimation and the allottee(s) shall be bound to act upon it within the time and manner specified therein.

30. That in case there are joint allottee(s), all communications shall be sent by the promoter/Developer to the allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the allottee(s).
31. Any application, letter, allotment letter or any other document signed by the allottee(s), in respect of the apartment prior to the execution and registration of the agreement for sale for such apartment shall not be construed to limit the rights and interests of the allottee(s) or the promoter/Developer under the agreement for sale, under the act, the rules or the

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Signature of the Land Owner

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Signature of the allottee(s)

regulations made thereunder.

32. 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.
33. 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 shall be referred to the decision of a sole arbitrator in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force & that the seat of arbitration shall be at Jaipur. On failure of all measures mentioned herein before, the dispute shall be settled in the manner as provided under the act.

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

Signed and delivered by the within named 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/Developer in the presence of witnesses at _____ on _____.

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

WITNESSES
(1) Signature
Name
Address

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Signature of the Land Owner

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Signature of the allottee(s)

(2) Signature
Name
Address

Schedule – A
(Description of Scheduled Land)

Name of Scheme/ Colony and City	Plot No.	Area (in meyers)

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

In North :

In South :

In East :

In West :

And measuring

North to South

East to West

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

In North

In South

In East

In West

4- Other details of the location of the Project: Near Vaishali Estate

5- Location Map

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[Handwritten Signature]

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Signature of the Promoter/Developer

Signature of the Land Owner

Signature of the allottee(s)

Schedule – B
(Description of the Unit)

1. Unit/Apartment No. -
2. Floor -
3. Type -
4. Carpet Area - square feet
5. Exclusive Balcony Area - square feet
6. CLSS Carpet Area - square feet
7. Built up Area - square feet
8. Proportionate share of common Area/super Built up Area - square feet

Note –

- a) The allottee(s) shall be entitled to the exclusive use of parking for parking a medium sized one or two two-wheeler(s). However, exact parking number will be earmarked at the time of possession of the unit.
- b) Prior to the enactment of the Real Estate (Regulation & Development) Act, immovable properties were generally sold on the basis of Super Built up Area. It is now very difficult for the allottee(s) to compare the units sold on Super Built up Area (SBUA) and the units being sold on Carpet Area basis. Therefore, for the purpose of making it easier to compare with the properties sold before the applicability of the Real Estate (Regulation & Development) Act, Super Built up Area has been provided. Super Built up Area has no commercial bearing. The total price of the unit is dependent on the Carpet Area and is not dependent on Super Built up Area of the unit.

Schedule – C
(Total Basic Price of the Unit)

Sr. No.	Payment towards	Amount (INR)
1.	Basic Sale Price of the Unit (Which includes carpet area, Exclusive balcony/verandah area, proportionate common area)	
2.	Preferential Location Charges(if any)	
Total Basic Price of the Unit		

Total basic price of the unit is Rs. (In words)

Note –

- a) In addition to the total basic price, the allottee(s) agrees to pay –
 - i. One year upfront maintenance charges @ Rs. 10,000/- (In Words Rupees Ten Thousand only) on Built up Area.
 - ii. Interest free maintenance deposit @ To be Decide by Society / Builder in future(In Words To be Decide by Society / Builder) on Built up Area.

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Sanjay

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Signature of the allottee(s)

- iii. All taxes and cesses, including but not limited to Value Added Tax, Service Tax/GST and cess or any similar or other taxes which may be levied by any competent authority/state and/or central government.
- iv. Stamp duty, registration charges, legal charges or any other charges applicable at the time of registration of this agreement and sale deed of the unit.
- v. Society registration fees, society membership fees, charges towards government water supply such as Bisalpur etc., charges for electricity connection payable to JVVNL, and proportionate charges for any additional capital goods and/or infrastructure development, except for the amenities/facilities/proposed development that have already been mentioned herein, and may be required to be installed/developed during the timeline of project construction or at any time in future hereafter, in accordance with any government norms or for the common use and enjoyment of all the allottee(s).

Schedule – D
(Payment Schedule)

Stage of Development	Percentage of the Total Price
Earnest Amount at the time of booking	10%
On starting of Foundation work	15%
On casting of Stilt Floor slab	15%
On casting of Second Floor slab	20%
On casting of Fourth Floor slab	20%
On completion of Brickwork within the unit	5%
On completion of Flooring work within the unit	5%
On completion of Finishing work within the unit	5%
On intimation of Possession	5%

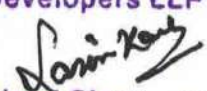
Note –

- a) All amounts payable by the allottee(s) to the promoter/Developer as per the above payment plan shall be paid within 7 days of the demand being raised by the promoter/co-promoter.
- b) Amount reflected above is exclusive of Service Tax/VAT/GST, interest, delay payment charges and all other charges as specified in note (a) under Schedule – C.
- c) The payment plan can vary as per the mutual discussion between the parties.

Schedule – E
(Details of Common Areas, Facilities and Amenities in the project)

1. Such corridors, paths, common terraces not earmarked as limited common area and facilities, passages, staircases, water closet and other water and electrical arrangements etc. as set apart by the promoter/Developer for common use.
2. Drainage and sewerage water mains, manholes etc.
4. All electrical wiring, cable, panels, meters & fittings excluding only those as are installed with the exclusive area of any apartment and/or exclusively reserved for any specific apartment.
5. Water pipes and other common plumbing installations from submersible pump to the underground and overhead water tanks & from overhead water tanks to the common toilets and common water connections.
6. Submersible pump or pumps with control panel.
7. Lights and electric fittings installed for common purposes.
8. Common toilets.
9. Lifts, D.G. Set, transformer, RMU and other capital goods & electrical equipment's.
10. Fire Fighting Equipment's and Pipes.
11. Security guard room and boundary walls.
12. Any other services/amenities/arrangements/infrastructure or capital goods etc. made or installed in future, for the common benefits of the allottee(s) of the Building.

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Signature of the allottee(s)

Schedule – F
(Plan of development works to be undertaken)

The promoter/Developer has conceived a detail plan of following development works to be developed in the project –

1. Fire-fighting Facilities – Fire-fighting equipment's/facilities will be provided in the project as per the NBC guidelines.
2. Water Supply – The Government of Rajasthan has made a policy for supply of water in multi-storey buildings. As and when it is implemented, the owners' association of the project will take water connection. Till such time, underground water will be used for drinking and other purposes. Underground and overhead water tanks have been provided for adequate storage.
3. Emergency Evacuation Services – It will be provided in the project as per the appropriate width according to NBC guidelines.
4. Electrical Supply – RMU, Transformer, DG set for power backup in common areas and electric panel has been installed in the project. Electricity will be supplied by JVVNL.
5. Rain Water Harvesting – Water from all the open areas including terrace shall be collected through designed storm water drainage system, which shall recharge the ground water as per norms.

Schedule – G
(Salient features of the project)

The salient features of the project include –

1. Earthquake resistant RCC frame structure
2. Fire-fighting system and emergency exit provision through an extra staircase
3. DTH provision for Satellite TV
4. Rainwater harvesting system
5. Automatic elevators

Schedule – H
(Specification of materials to be used)

All ISI marked/standard marked products (easily available) shall be used in construction.

Schedule – I
(Stage wise time schedule for completion of the project subject to force majeure)

Sr. No.	Stage	Date by which the works are to be completed	Details of the work to be completed
1.	Completion of structure of the building		
2.	Completion of internal and external development works		
3.	Finishing		

Annexure – I
(Site Layout Plan)

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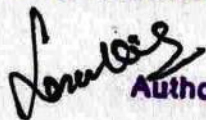
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Annexure – II
(Plan of the apartment)

Floor Plan of flat

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Signature of the allottee(s)