



Affidavit

I, Mahesh Jyani Son of Het ram Jyani aged 33 years R/o 9 N D - Naharawali, Ramsinghpur, Anupgarh, Sriganganagar-335703(Raj.) duly authorized by the promoter, M/s Any Way Landmark Private limited, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Pavitra Angan" situated at M. No.- 58 kila no. 16 to 20 and 21 to 25 each part, Village - chak 6 Z, Tehsil - Ganganagar, Sriganganagar(Raj.) - 335001 under the provisions of the real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.

Anyway Landmark Private Limited
[Signature]

Deponent

Verification

I, Mahesh Jyani Son of Het ram Jyani aged 33 years R/o 9 N D- Naharawali, Ramsinghpur, Anupgarh, Sriganganagar-335703(Raj.) do hereby declare that the above Affidavit are true and correct and nothing therefrom.

Verified by me at Jaipur on this 16 OCT 2017 day of October

Anyway Landmark Private Limited
[Signature]

क्र.स. ५८३ दिनांक १३/११/१७

शहरों में मुद्रांक का प्रयोग १९८२

ब्रेकर का नाम शनिव जी आरु जी, पी.

पति/पिता का नाम १०५ अखिलेश कुमार, ५३ धु

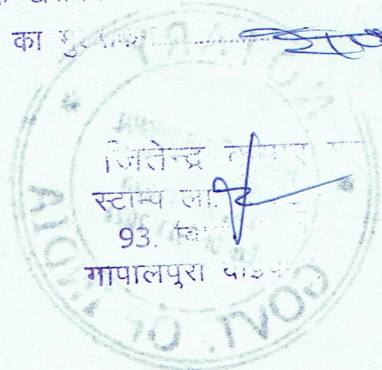
निवास स्थान

मुद्रांक खरोदों का आयात तथा सम्बन्धित

कार्य का मुद्रांक

Money

ह. अ. अ.



राजस्थान स्टाम्प अधिनियम १९९८ के अन्तर्गत स्टाम्प शर्त पर प्रयोजित अधिनियम	
१. आधारभूत उत्तरदायिता सुविधाओं हेतु (धारा ३-क) - १०% तक	५
२. गाय और उसकी नस्ल के संरक्षण के लिए (धारा ३-ख) - १०%	५
कुल योग	१०
हस्ताक्षर स्टाम्प वेण्डर	

Agreement for Sale

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at Jaipur on this _____ day of _____ by and between:

1. Parties to this Agreement:

Any Way Landmark Private Limited (CIN: U70101RJ2011PTC035536) a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Flat no. 204, Ekling Enclave, Plot No. 89-90 Kanak Vihar, Kamla Nehru Nagar, Heerapura Jaipur- 302024 Rajasthan, having its PAN: AAJCA5472A represented by its authorised signatory Mr. Mahesh Jyani (_____) hereinafter referred to as the "Promoter" or "developer" or "seller" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

[if the allottee is an individual]

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

Or

[if the allottee is a partnership firm]

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

Or

For Any Way Landmark Private Limited
Any Way Landmark Private Limited

Mahesh Jyani

(Director/ Authorized Signatory)
(Allottee) **Director**

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

Or

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

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

1. INTERPRETATIONS/ DEFINITIONS:

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

- a. "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b. "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Chief Minister Jan Awas Yojana, 2015, Building Bye Laws, Jaipur Development Act, 1959, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.

For Any Way Landmark Private Limited

~~Anyway Landmark Private Limited~~

Handwritten signature

(Director/ Authorized Signatory)
(Allottee)

- c. **"Apartment/ Plot"** shall mean the EWS or LIG unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- d. **"Approved Plans"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- e. **"Architect"** means M/s _____, a firm having its office at _____ and/or any other person or persons and/or firm or firms company or companies whom the Promoter may appoint from time to time as the architect for the said Building.
- f. **"Building"** shall mean the building/ tower in the Said Project where the Allottee/Allottee(s) has been allotted his "Flat/Unit/Apartment/Plot".
- g. **"Carpet Area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s);
- h. **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 10** attached hereto. However, any areas, facilities and equipments reserved for a specific/group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
- i. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- j. **"Delay Payment Charges/Interest"** means the charges to be paid on account of delay in the payment of any due amount as interest on the amount, installment due at the

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~~Anyway Landmark Private Limited~~

(Director/ Authorized Signatory)
(Allottee)

Director

Interest Rate (Specified herein below) and compensation for any loss caused due to delay in payment or for any other loss to the promoter.

- k. **"Interest Rate"** means the State Bank of India Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- l. **"Maintenance Association/RWA"** shall mean a Resident Welfare Association or cooperative society or body by whatever named called as the case may be, of the allottees of Apartments in the Project under Chief Minister Jan Awas Yojana, 2015, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.
- m. **"Maintenance Corpus Fund"** shall mean interest free maintenance deposit payable by all the allottees at the time of offer of possession of Apartment towards creating corpus for the Maintenance Society/RWA, which shall be utilized for maintenance of Common Areas and Facilities of the Project.
- n. **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- o. **"Para"** means a Para of this Agreement;
- p. **"Project"** shall mean the Affordable Housing Project under Provision 3-A of the "Chief Minister Jan Awas Yojana-2015", being developed upon the Project Land as per sanctioned plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws and named as **"Pavitra Angan"**;
- q. **"Project Land"** shall mean the land situated at Khasra No./Village- CHAK 6 Z, M. No- 58, Kila No. 16 to 20 and 21 to 24 each part admeasuring total land area 1.3282 Hectare and is demarcated and shown in **Schedule-1 Part A**.
- r. **"Proportionate Share"** with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.
- s. **"Regulation"** means the Regulation made under the Act as amended from time to time.
- t. **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.

For Any Way Landmark Private Limited

~~AnyWay Landmark Private Limited~~

[Signature]

(Director/ Authorized Signatory)
(Allottee)

- u. "Schedule" means the Schedule attached to this Agreement.
- v. "Section" means the section(s) of the Act.
- w. "Super Built-Up Area" includes area of rooms, kitchen, 50% of area of balcony/verandah, toilet, walls & proportionate common area of each Building permissible under the provisions of "Chief Minister Awas Yojana, 2015".

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

2. Land Description

The promoter has purchased the land in 6 parts from 6 owners, admeasuring about 2.53 hectare situated at Murba Number 58 Killa Numbers 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, total Killa ten situated at village 6Z, Patwar Halka Ramnagar, Land Record Area 18Z, Tehsil and district Sriganganagar, Rajasthan, the details of the land purchase are as below:

- 2.1. That the 1/6 share of said land was purchased from S. Balweer Singh vide sale deed dated 12/06/2013 registered in the office of Sub- registrar Sriganganagar in Book No. 1, Volume No. 1196, in page No. 138, serial No. 2013009971 and in additional book no.1, volume no. 2273, at page no. 230 to 236.
- 2.2. That the 1/6 share of said land was purchased from S. Satnam Singh vide sale deed dated 12/06/2013 registered in the office of Sub- registrar Sriganganagar in Book No. 1, Volume No. 1196, in page No. 137, serial No. 2013009970 and in additional book no. 1, volume no. 2273, at page no. 223 to 229.
- 2.3. That the 1/6 share of said land was purchased from Mrs. Surjeet Kaur vide sale deed dated 13/06/2013 registered in the office of Sub- registrar Sriganganagar in Book No. 1, Volume No. 1196, in page No. 172, serial No. 2013010005 and in additional book no. 1, volume no. 2274, at page no. 92 to 98.
- 2.4. That the 1/6 share of said land was purchased from Mrs. Mahender Kaur vide sale deed dated 30/07/2014 registered in the office of Sub- registrar Sriganganagar in Book No. 1, Volume No. 1256, in page No. 196, serial No. 2014004845 and in additional book no. 1, volume no. 2515, at page no. 226 to 232.
- 2.5. That the 1/6 share of said land was purchased from Mrs. Sunit Kaur vide sale deed dated 30/07/2014 registered in the office of Sub- registrar Sriganganagar in Book No.

For Any Way Landmark Private Limited

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(Director/ Authorized Signatory)
(Allottee)

1, Volume No. 1256, in page No. 197, serial No. 2014004846 and in additional book no. 1, volume no. 2515, at page no. 233 to 239.

- 2.6. That the 1/6 share of said land was purchased from Mrs. Manjeet Kaur vide sale deed dated 30/07/2014 registered in the office of Sub- registrar Sriganganagar in Book No. 1, Volume No. 1256, in page No. 198, serial No. 2014004847 and in additional book no. 1, volume no. 2515, at page no. 240 to 246.

That the promoter wishes to develop the project land area 1.3282 hectare out of total 2.53 hectare as above.

3. WHEREAS THE PROMOTER DECLARES THAT

- 3.1. The Group Housing land of 2.53 hectare situated at Murba Number 58 Killa Numbers 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, total Killa ten situated at village 6Z, Patwar Halka Ramnagar, Land Record Area 18Z, Tehsil and district Sriganganagar, Rajasthan, hereinafter referred to as "**Project Land**" and more fully described in the **Schedule 1 Part A**).
- 3.2. The Developer being the absolute owner of the Project Land prepared the plan for development of an affordable housing project upon the Project Land under provision 3-B of "Chief Minister Jan Aawas Yojana -2015".
- 3.3. The Construction permission and lay-out map of Affordable Group housing Project, "**Pavitra Angan**" under the provisions of "Chief Minister Jan Aawas Yojana- 2015" for 1.32825 hectare land area has been approved by Mr. Gaurav Kumar Agarwal from Spaces Prime Reality Pvt Ltd empanelled Architect of UDH Department vide its letter No. F-10(7) UDH/3/2010 Part-III dated 09/06/2017.
- 3.4. The Promoter has legal title to the Project Land with legally valid documents. Further, the Promoter is in the lawful possession of the Project Land and the said Land is free from all encumbrances.
- 3.5. The said land is earmarked for the purpose of development of an Affordable Group Housing Project comprising of EWS/LIG apartments (102 units), under Chief Minister Jan Awas Yojana, 2015 and the said project shall be known as "**Pavitra Angan**".
- 3.6. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- 3.7. The Architect has granted the commencement certificate to develop the Project vide its letter No. F-10(7) UDH/3/2010 Part-III dated 09/06/2017 for 1.32825 hectare land area.

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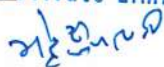
(Director/ Authorized Signatory)
(Allottee)

4. There are no encumbrances including any rights, title, interest or name of any party in or over the Land;
5. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "**Pavitra Angan**" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring for 1.32825 hectare land area situated at Murba Number 58 Killa Numbers 16- 20, and 21, 22, 23, 24 and 25 each part situated at village 6Z, Patwar Halka Ramnagar, Land Record Area 18Z, Tehsil and district Sriganganagar, Rajasthan. The location details are fully described in the **Schedule 1 Part A**.
6. The Project has been registered with the Real Estate Regulatory Authority on _____ (date) and the Project Registration Certificate No. is _____. This registration is valid for a period of ____ years commencing from _____ and ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.rera-rajasthan.in) of the Authority.
7. The approved Layout plan of the project as sanctioned by Mr. Gaurav Kumar Agarwal from Spaces Prime Reality Pvt Ltd empanelled Architect of UDH Department vide its letter No. F-10(7) UDH/3/2010 Part-III dated 09/06/2017 for 1.32825 hectare land area. A copy of the Site Layout Plan is enclosed.
8. Approval of Specifications of the Said Project and permission of building construction up to 4.5 meters height plus ground floor under the relevant legal provisions has been accorded vide Letter No. F-10(7) UDH/3/2010 Part-III dated 09/06/2017. The Specifications of the Project are specifically mentioned in **Schedule 3**;

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
9. The details of Floor plan of the Flat No..... and for Building/ tower of the Project is given in **Schedule 2**.
10. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are specifically mentioned in **Schedule 4**.
11. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for

For **Any Way Landmark Private Limited**

Anyway Landmark Private Limited



(Director/ Authorized Signatory **Director**
(Allottee)

- disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project, are specifically mentioned in **Schedule 5**.
12. The details of other external development works to be taken for the project are specifically mentioned in **Schedule 6**.
 13. The details of specifications of material used in construction are specifically mentioned in **Schedule 7**.
 14. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is specifically mentioned in **Schedule 8**.
 15. The Promoter has opened a separate account in **Axis Bank Limited** in the Branch situated at **Sriganganagar** for the purpose as provided in sub clause (D) of clause (I) of sub-section (2) of section 4.
 16. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Building/tower, has applied for allotment and to purchase a Flat in the Project vide his/her/their/its application dated.....("Registration form"). The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) ("Registration fees") as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
 17. That the Allottee understands that the promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the promoter in respect of it.
 18. The Allottee has applied for allotment of EWS/LIG Apartment on the basis of his Registration Form submitted to the Promoter for allotment of Apartment/ Plot in opted category i.e, Economic Weaker Section (EWS) or Lower Income Group (LIG), in the Project vide application no. dated and has been allotted apartment no. having carpet area of square feet, type, on floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule 1 Part B** and the floor plan of the apartment is annexed hereto and marked as **Schedule 2**.

For **Any Way Landmark Private Limited**

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[Handwritten Signature]

(Director/ Authorized Signatory) **Director**
(Allottee)

19. 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.
20. 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;
21. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/ Plot and the garage/covered parking (if applicable).

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

1. TERMS

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment/ Plot.
- 1.2. The Total Price for the Apartment/ Plot based on the carpet area with full break up is more particularly described in **Schedule 9 Part A**.
- 1.3. The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment/ Plot.
- 1.4. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/ Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:
- Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall

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Anyway Landmark Private Limited

(Director/ Authorized Signatory)
(Allottee)

Director

include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- 1.5. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

The Allottee shall also be liable to pay maintenance deposit, documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Apartment/ Plot, Society Registration charges, Gas bank Connection charges, Electricity Connection Charges, Charges towards government water supply which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit shall be transferred to the Maintenance Society or its nominee at the time of conveyance of common areas and facilities to the Maintenance Society without any interest. Details of the total price as above payable by the Allottee(s) to the Promoter has been particularly described in **Schedule 9 Part A**.

The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part A Schedule 9** and be paid in the manner provided in **Part B Schedule 9** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.6. The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment/ Plot but also, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the Apartment/ Plot, the right to use the common areas, lift, fire detection and firefighting equipments in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.
- 1.7. 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/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the

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~~Any Way Landmark Private Limited~~

[Handwritten Signature]

(Director/ Authorized Signatory)
(Allottee)

competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

- 1.8. The Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Apartment/ Plot as provided in subsection (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with **Part B Schedule 9**.
- 1.9. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees.

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

- 1.10. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Apartment/ Plot, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of at the same rate per sq. ft. of Carpet Area as mutually agreed by the parties at the time of agreement.

For Any Way Landmark Private Limited

Anyway Landmark Private Limited

(Director/ Authorized Signatory)
(Allottee)

Director

1.11. The Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment/ Plot but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/ Plot, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.

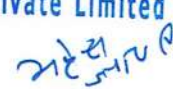
1.12. The Promoter has earmarked _____ parking space of the Allottee(s) at _____ and has also assigned parking space no. _____ as per the provisions of parking area under the Chief Minister Jan Awas Yojana, 2015 and for proper management and utilization of parking area of the Project

1.13. It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ----- parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.14. The Allottee(s) if fails to occupy the Apartment/ Plot within one year from the date of possession of the Apartment/ Plot, the Promoter shall be entitled to cancel the

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AnyWay Landmark Private Limited

(Director/ Authorized Signatory) 
(Allottee)

allotment and allot the Apartment/ Plot to other applicant in the waiting list as per the provisions of Chief Minister Jan Awas Yojana, 2015.

- 1.15. The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

- 1.16. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment/ Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment/ Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.17. The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.18. The Allottee(s) shall not be entitled to sell, transfer the Apartment/ Plot for a period of 10 years after the allotment of Apartment/ Plot. In case of sale of Apartment/ Plot within 10 years of allotment, the Promoter shall be entitled to cancel the allotment and conveyance deed of the Apartment/ Plot and allot the Apartment/ Plot to other applicant in the waiting list.
2. **MODE OF PAYMENT:** Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Any Way Landmark Private Limited** payable at **Jaipur**.

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[Handwritten Signature]
Director

(Director/ Authorized Signatory)
(Allottee)

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

- 3.1. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. 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(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.
- 3.2. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Apartment/ Plot in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Apartment/ Plot , if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society.

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

7. MUST BE THE RESIDENT OF RAJASTHAN:

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[Handwritten Signature]

(Director/ Authorized Signatory)
(Allottee)

The Applicant must be bonafide resident of the State of Rajasthan. In case, sufficient number of Applications are not received from bonafide residents of the state of Rajasthan, then applicants from other states (Indian Nationals only) who are working in the particular town/city for at least 1 year may be considered for allotment provided they produce the certificate/affidavit to this affect duly notarized.

8. POSSESSION OF THE APARTMENT/PLOT:

Immediately upon completion of the project and obtaining Occupancy certificate, the promoter shall offer for taking the possession of Apartment/ Plot to the Allottee(s) in terms of this Agreement to be taken within 2 months from the date of Occupancy certificate.

8.1. *Possession of the Allottee:-* After obtaining the Occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society.

8.2. *Failure of Allottee to take possession of Apartment:-* If the **Allottee(s)** fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the Allottee(s). The Allottee(s) shall be liable to pay a sum of Rs. _____/- (Rupees _____ Only) per month per unit as delay compensation (Rs. 10 for per Sq. Ft. of built up area of the Apartment/ Plot) to the promoter for the period it delays to take over the possession. The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, etc., to the promoter. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

8.3. *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 shall be entitled to forfeit the Earnest Amount and interest liabilities of the Allottee(s). The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within fifteen (15) days of allotment/sale of Apartment/ Plot to a new buyer.

8.4. *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.

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(Director/ Authorized Signatory)
(Allottee)

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot which shall be paid by the Promoter to the Allottee within forty-five (45) days of it becoming due.

9. TAXES & LEVIES: That in addition to the Sale/Purchase consideration of the Apartment/ Plot, the Allottees shall bear all taxes, levies or assessments including lease money whether levied before or leviable now or in future on the Land and the Building as the case may be, falling due from the date of execution of this Agreement. The Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Apartment/ Plot and for execution and registration of Sale Deed or for transfer or Conveyance in relation to the Apartment/ Plot.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER : The Promoter hereby represents and warranties to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Apartment/ Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Apartment/ Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with

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(Director/ Authorized Signatory)
 (Allottee)

- all applicable laws in relation to the Project, Apartment/ Plot and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/ Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/ Plot to the Allottee(s) in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/ Plot to the Allottee(s) and the common areas to the Maintenance Society;
 - (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
 - (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

11. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment/ Plot to the Allottee(s) within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment/ Plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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(Allottee)

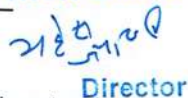
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 11.2. In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
 - (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment/ Plot, along with interest within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five (45) days of it becoming due.

- 11.3. The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
- (i) On the occurrence of failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
 - (ii) delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
 - (iii) After the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
 - (iv) after the issuance of Offer Letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Apartment/ Plot and/or taking possession of Apartment/ Plot within the period mentioned in Offer Letter;
 - (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
 - (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

In such circumstances the Promoter's rights/remedies are:

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 Director

(Director/ Authorized Signatory)
 (Allottee)

- a) The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate 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 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- b) The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. of the built up area of the Apartment/ Plot on monthly basis ; (d) taxes (e); withhold registration of the conveyance deed of the Apartment/ Plot in favor of the Allottee(s); and to refuse possession of Apartment/ Plot to the Allottee(s) till payment of amounts is recovered;
- d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
- e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Apartment/ Plot. The Promoter shall be entitled to sell the Apartment/ Plot to any other person or otherwise deal with the Apartment/ Plot in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest :
 - (i) The Booking Amount;
 - (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Apartment/ Plot;
 - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss , brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

12. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT

- 12.1. The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the by the maintenance society/Association in accordance with RERA and CMAY.

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Director

(Director/ Authorized Signatory)
 (Allottee)

- 12.2. It shall be the duty of the Maintenance Society/Association to take over the maintenance of the project within 2 months from the date of receipt of completion certificate or offer made by promoter to Maintenance Society in this respect.
- 12.3. That a Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Common Facilities as described in **Schedule - 10** hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Maintenance Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the apartments shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Common Facilities and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities. The Promoter shall handover the management/maintenance of the Common Areas and Common Facilities upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Common Facilities in the Building/Project. Further, upon the formation of Maintenance Association, the Promoter shall handover the Maintenance Corpus Fund to the Maintenance Association under the provisions of Chief Minister Jan Awas Yojana, 2015.
- 12.4. That as and when the Common Areas and Common Facilities shall be handed over to the Maintenance Association, the Maintenance Association will remain responsible for maintenance, repairs, safety and security of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of any such possession to the Maintenance Association.
- 12.5. The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of the Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.

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[Signature]

(Director/ Authorized Signatory)
 (Allottee) Director

- 12.6. The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.
- 12.7. Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per it Bye – Laws.
- 12.8. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

13. DEFECT LIABILITY :

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

14. RIGHT TO ENTER THE APARTMENT/PLOT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

That the said ownership rights in the Apartment/ Plot shall be sold to the Allottee only for the specified purpose of being used as residential Apartment/ Plot subject to the specific condition that the Allottee shall have no right to use the Apartment/ Plot for the bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the Apartment/ Plot for the purpose other than that for which the Apartment/ Plot is being sold to him. In the case of violation of this condition the Seller shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Seller's right to claim damages from

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[Handwritten Signature]

(Director/ Authorized Signatory)
 (Allottee)

the Allottee and the right to take such other action or seek such other legal remedy as the Seller may decide for restraining the Allottee from making a use prohibited by this Agreement.

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PLOT:

- (i) Subject to clause 14 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/ Plot, and keep the Apartment/ Plot, 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.
- (ii) All fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Association of Allottees and nowhere else. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (iii) The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Apartment/ Plot, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (iv) That the said ownership rights in the said Apartment/ Plot have been agreed to sold to the Allottee only for the purpose being specified by the Allottee at the time of purchase either as Residential or commercial purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the said Premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition

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(Director/ Authorized Signatory) *Director*
(Allottee)

the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.

- (v) That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other Apartment/ Plots and/or Common Area / Common Parts/ Facility in the Building.
- (vi) That the Allottee shall not do or suffer anything to be done in or about the said Apartment/ Plot which may tend to cause damages to any Common Area/ Roads/ Streets in the Complex or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- (vii) That the Allottee shall not at any time demolish the structure of the said Apartment/ Plot or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Apartment/ Plot or any part thereof.
- (viii) That the Allottee may, however, make suitable changes in the said Apartment/ Plot as provided hereinafter without causing damage or harm to the structure of said Apartment/ Plot & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.
- (ix) That the Allottee shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, or any external wall of the Apartment/ Plot, which in the opinion of Promoter differ from the overall scheme of the Complex.
- (x) That neither the Allottee nor the occupant of the said Apartment/ Plot shall put up any signboard, hoardings, publicity or advertisement material, outside the Apartment/ Plot or anywhere in the Common Area / common Parts. The Allottee shall be allowed to put up his name-plate at the space provided by the Promoter for this purpose.
- (xi) That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.
- (xii) That any explosives, combustible articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by the Allottee under any circumstances in the said Apartment/ Plot.
- (xiii) That the allottee shall carry out day-to-day maintenance of the said Apartment/ Plot and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Apartment/ Plot at its own costs without affecting and disturbing other Apartment/ Plot spaces holders.

For **Any Way Landmark Private Limited**
Anyway Landmark Private Limited

[Handwritten Signature]
 Director

(Director/ Authorized Signatory)
 (Allottee)

- (xiv) That he shall comply with and carryout, from time to time, after it has taken possession (as defined in this Agreement) of the Apartment/ Plot all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Apartment/ Plot, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- (xv) The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Apartment/ Plot owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (xvi) The Promoter shall facilitate the electricity connection for the said Apartment/ Plot and Allottee shall be required to maintain separate electric connection for the said Apartment/ Plot in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The Allottee has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Apartment/ Plot and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Apartment/ Plot. However, cabling, MCB main switch will be provided by the Promoter.
- (xvii) The Allottee shall be permitted to carry out at his /her own cost but without damaging the main structure of the said Apartment/ Plot as well as ceiling, etc inside the premises of the Apartment/ Plot, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Allottee. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.,
- (xviii) The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess, gst or tax as applicable under law, as and when levied by any local body or authority and so long as the Apartment/ Plot of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Apartment/ Plot. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

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Any way Landmark Private Limited

(Director/ Authorized Signatory)
 (Allottee)

- (xix) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xx) The Allottee(s) agrees and understands that except the Apartment/ Plot as described in attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.
- (xxi) The Allottee undertakes not to sub-divide the said Apartment/ Plot, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Apartment/ Plot, in favour of any person / promoter by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the allottee shall also be bound by the terms and conditions of this Agreement. The promoter or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person / promoter / entity who has been inducted in the said Apartment/ Plot, originally agreed to be sold to the allottee, irrespective of the fact whether such entry in the Apartment/ Plot of the allottee is permissive or hostile.
- (xxii) Each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall pay by allottee in proportion to the carpet area such apportionment shall be made by the Promoter or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be levied on such due amount.
- (xxiii) Since the said Apartment/ Plot agreed to be sold is a part of Building/Complex and it is in the interest of the Allottee / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Building/Complex including the common areas and to give an effective hand to the promoter or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the promoter or its nominee and lawful occupants of the various Apartment/ Plot(s) in general, to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this purpose, the allottee agrees that the promoter or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the complex will be at liberty to call upon the allottee / lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of

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21/11/2018

(Director/ Authorized Signatory) **Director**
(Allottee)

security services will not cast any liability of any kind upon the promoter or its nominee.

(xxiv) The Allottee(s) has confirmed and assured to the Promoter that the Allottee(s) is aware about all the Applicable Laws on the project Land/Project/Unit including the Chief Minister Awas Yojana-2015 and its implications thereof and the Allottee(s) has further agreed and confirmed that the Allottee(s) shall comply with all the provisions of this Agreement, Chief Minister Jan Awas Yojana-2015 and amendments/clarifications thereto, dealing with the subject matter of this Agreement.

(xxv) The Allottee(s) shall observe all terms and conditions of this Agreement, and also those of the license/approvals granted to the Promoter, for the development of the Project under Chief Minister Jan Awas Yojana-2015 and shall also abide by all the laws, bye-laws, rules, regulations and policies thereto of said Chief Minister Jan Awas Yojana-2015 or as imposed by any Authority(s).

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

The Parties are entering into this Agreement for the allotment of Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications, Chief Minister Awas Yojana, 2015 applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS:

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

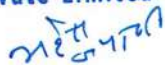
19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the

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 Director

(Director/ Authorized Signatory)
 (Allottee)

Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment Building, as the case may be.

22. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

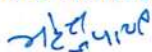
24.2. Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and

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(Director/ Authorized Signatory) **Director**
(Allottee)

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet area of the Apartment/ Plot bears to the total Carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

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

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

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[Handwritten Signature]

(Director/ Authorized Signatory) **Director**
(Allottee)

30. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the Apartment/ Plot, or building, as the case may be, prior to the execution and registration of the agreement for sale for such Apartment/ Plot, or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

32. LOAN FACILITY:

In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Apartment/ Plot applied for, the Promoter shall facilitate the process subject to the following –

- i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses shall be applicable.

33. PARKING: The Allottee understands that the project comprises of parking spaces spread across the project. For day to day comfort of all the residents, the promoter has earmarked parking space for the exclusive use of each Apartment/ Plot. Parking shall be given as per the Chief Minister Jan Aawas Yojana, 2015. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Apartment/ Plot. The Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said Apartment/ Plot under any of the provisions of this Agreement.

34. DISCLOSURE: That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area,

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 Anyway Landmark Private Limited

Signature

(Director/ Authorized Signatory)
 (Allottee) Director

including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

- 35. ASSIGNMENT:** The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his / her nominee(s). It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said Apartment/ Plot arising from the allotment of the said Apartment/ Plot. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottees and the persons to whom the Apartment/ Plot is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

36. ELECTRICITY CONNECTION:

- i. That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from RVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is incurred by the Promoter. The Purchaser shall be entitled to avail and get electric connection from RVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.
- ii. The Allottee has further agreed to pay the difference of the check meter and actual reading meter of the individual user of RVVNL proportionately if the check meter is installed by the State.
- iii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.

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[Handwritten Signature]
Director

(Director/ Authorized Signatory)
 (Allottee)

- iv. Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter /Society.
- v. If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Owner/Promoter /Society, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Owner/Promoter /Society, which shall be final and binding on the Allottee.

37. GOVERNING LAW: That the Rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made there under including other applicable laws of India for the time being in force.

38. JURISDICTION: That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

39. ALTERNATE DISPUTE RESOLUTION: Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Party to the First Part shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

40. INDEMNIFICATION: The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be

For **Any Way Landmark Private Limited**

Any Way Landmark Private Limited

[Handwritten Signature]

(Director/ Authorized Signatory) **Director**
(Allottee)

made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

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

42. STAMP DUTY & REGISTRATION: That, the registration charges and stamp duty in respect of this Agreement shall be borne by the Allottee(s).

43. That this Agreement has been executed in duplicate. One copy has been retained by the Seller and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.

44. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

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

For **Any Way Landmark Private Limited**
Anyway Landmark Private Limited

[Handwritten Signature]

(Director/ Authorized Signatory) **Director**
 (Allottee)

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

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

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

PROMOTER For and on behalf of M/s Any Way Landmark Private Limited
Name Signature Designation
WITNESSES 1- Signature Name Address 2- Signature Name Address

For **Any Way Landmark Private Limited**

~~Anyway Landmark Private Limited~~

Handwritten signature

(Director/ Authorized Signatory) **Director**
(Allottee)

Schedule-1

Part A

(Details of land holdings of the Promoter and location of the Scheduled Land)

1. **Total Land-** The piece and parcel of the plot of land admeasuring 2.53 hectare and there about lying and situated at Murba Number 58 Killa Numbers 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, total Killa ten situated at village 6Z, Patwar Halka Ramnagar, Land Record Area 18Z, Tehsil and district Sriganganagar, Rajasthan
2. **Project Land-** land situated at Khasra No./Village- CHAK 6 Z, M. No- 58, Kila No. 16 to 20 and 21 to 24 each part admeasuring total land area 1.3282 Hectare 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:

5. Location Map

Part B

Description of Apartment/ Plot

Application No.	
Apartment/ Plot No.	
Carpet Area	
Floor	

For Any Way Landmark Private Limited

Any Way Landmark Private Limited

Director

(Director/ Authorized Signatory)
(Allottee)

Tower /block/building No.	
---------------------------	--

Built Up Area
Super Built up area

Schedule 2
Floor Plan of the Apartment/ Plot and Block/Tower in the said project

Schedule 3
(Specifications of the Project)

Schedule 4
(Detailed Plan of Development Works to be undertaken)

Schedule 5
(Detailed of salient features of the Proposed Project)
Electric Supply, Street Lighting, Water Supply, Underground Water Tank, Overhead Water Tank

Schedule 6
(Other External Development Works)

Schedule 7
(Details of Specifications of Material used in construction)

Schedule 8
(Stage wise time-schedule of completion of the Project/ Phase)

Stage	Date by which the works are proposed to be completed	Details of works to be Completed

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Anyway Landmark Private Limited

[Handwritten Signature]

(Director/ Authorized Signatory) **Director**
(Allottee)

Schedule-9

Part A

Total Price of the Apartment/ Plot based on the Super Builtup area is Rs. _____ (In words Rupees _____ only)

Block/ Building/ Tower no..... Apartment/ Plot no. ... Type..... Floor.....	Rate of Apartment/ Plot per square feet*	Total Price (in Rupees)
1. Carpet Area of Apartment/ Plot Square feet		
2. Proportionate common area of Apartment/ Plot Square Feet		
3. Preferential Location Charges..... Square Feet		
4. Area of Exclusive Balcony or Verandah Square Feet		
5. Area of Exclusive Open Terrace..... Square Feet		
6. Maintenance charges		
7. Taxes		
8. Others :-		
Total Price for the Apartment/ Plot		Rs.....

Additional Payments (Which are specifically mentioned in this agreement):-

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[Signature]

(Director/ Authorized Signatory)
(Allottee)

Director

- (i) Maintenance Deposit
- (ii) Society Registration Charges
- (iii) Gas bank connection charges
- (iv) Electricity connection charges
- (v) Charges towards government development water supply

Part B

Booking Amount and Advance Payment : The Allottee/ Purchaser has paid Rs. _____ (Rupees _____ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S. No.	Cheque No.	Dated	Amount	Service Tax/GST	Drawn on
	TOTAL				

Balance Payment Schedule: The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs. /- (Rupees only) which shall be payable in instalments in the following manner:

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
1		
2		
3		
4		
5		
6		
7		
8	For Any Way Landmark Private Limited	
9	Anyway Landmark Private Limited	
10	(Director/ Authorized Signatory) <i>Director</i>	
11		
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Schedule-10**(Details of Common Areas, facilities and amenities of the Project)**

1. Passage meant for common use.
2. Water pipes and other common plumbing installations from overhead/underground tank for supply of water.
3. Electrical wiring, meters and fittings (excluding those as are as installed for any particular unit).
4. Electrical Panel.
5. Drainage and Sewers.
6. Lights and electrical fittings of aforesaid common areas.
7. Transformer
8. Common Toilets.
9. Tube well
10. Boundary Wall

For **Any Way Landmark Private Limited**

~~Anyway Landmark Private Limited~~

28/7/2018

(Director/ Authorized Signatory) **Director**
(Allottee)